

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 87507 Link c/o Meredith Tilp, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**PURPOSE**

This procurement only covers services, assets, and/or goods that are necessary due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and incurred on or before December 30, 2020. Specifically, expenditures must be used for actions taken to respond to the public health emergency, such as medical expenses, public health expenses, expenses of actions to facilitate compliance with COVID-19-related public health measures, and other COVID-19-related expenses reasonably necessary to the function of government that satisfy the CARES Act Fund's eligibility criteria.

This procurement does not cover damages covered by insurance; payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses that have been or will be reimbursed under any federal program; reimbursement to donors for donated items or services; workforce bonuses other than hazard pay or overtime; severance pay; or legal settlements. All work must align with the purpose of this procurement.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

Technical assistance to reduce the spread of Covid-19 in zip code 87507 and throughout Capital High School--its teachers, clubs, students, families and community partners so they may stop the spread of the virus through PSAs and awareness and links to city Covid-19 prevention resources by December 30, 2020.

B. **Performance Measures.**

**Consultant Support** (Pacheco, Tilp and Girdner) technical assistance to Teacher leaders of 3 Clubs AVID, DECA and HOSA. The 5 **teacher leaders** are Karen Squires, Juan Acevedo, Reid Burgess, Natalie Garcia, and Jenn Bakevich. Permission granted by principal for 87501 Link to provide advice, services and payment for all aspects of the program directly from the

contractor to the school. Also we have been advised all students and parents have signed waivers to allow students to film and be visible on social media. (with requisite approval by us)

**15 PSA** will be produced by all 3 clubs. They will include by not be limited to these types of graphics.: short 30-60 second video, bill board design large, banner design, slide show, tshirt design, mask logo and design (include action steps if possible graphics etc ) with these deliverables:

1. project development/technical assistance to teachers by consultants
2. editing suggestions by Rubina Cohen of FireFly & City of SantaFe
3. Evaluation of shares and likes on social media
4. spread sheet by social media tiktok, facebook instagram and La Yorda Santa fe to track results

**3 short films**, written, acted and filmed by filmmaker with editing advice to be provided by Rubina Cohen of FireFly & City of SantaFe  
Topics so far: "Don't Share Masks," "Get Tested"

**Materials developed and pricing using PSA messages:** short 30-60 second video, bill board design large, banner design, slide show, tshirt design, mask logo and design (include action steps if possible graphics etc. DECA makes its own tshirts and can also price and deliver masks with logos.

(Attachment 1, see below)

**2. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on deliverables and budget such compensation not to exceed fifty-five thousand eight hundred forty-six dollars and sixty cents \$55,846.60 including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed fifty-five thousand eight hundred forty-six dollars and sixty cents \$55,846.60. 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**. Contractor will provide all invoices in a timely manner before December 30, 2020.

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.

D. Contractor shall not commit funds or perform services worth more than \$55,846.60 before this agreement is signed. After providing services or goods worth \$55,846.60 regardless when that amount is spent, Contractor shall alert the City and not perform further services until given written authority by Amanda Encinias verifying that the initial amounts have been reimbursed by the State of New Mexico to the City. After the City has verified reimbursement from the State, Contractor may proceed. If the State denies reimbursement, the City and Contractor shall terminate this contract or negotiate changes to ensure future approval of reimbursement.

[ajencinias@santafenm.gov](mailto:ajencinias@santafenm.gov)

LAND USE OFFICE

Santa Fe City Hall

200 Lincoln Ave., 1st Floor

Santa Fe, NM 87501

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 30, 2020** 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, or December 14, 2020, whichever comes first. 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. Entire Agreement.**

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

**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. 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.

**D.** 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 retain all receipts of payment, invoices, and any other records of expense, and, if providing services to the City, shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of all services rendered during the Agreement's term and effect. The Vendor shall retain the records for a period of five (5) years from the date of final payment. 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: [ajencinias@santafenm.gov](mailto:ajencinias@santafenm.gov)  
LAND USE OFFICE  
Santa Fe City Hall



200 Lincoln Ave., 1st Floor  
Santa Fe, NM 87501

To the Contractor:  
87507 Link  
c/o Meredith Tilp  
124a Mesa Verde  
Santa Fe, NM 87501

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:

  
Jarel LaPan Hill (Dec 10, 2020 14:34 MST)

JAREL LAPAN HILL, CITY MANAGER

DATE: Dec 10, 2020

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE: <sup>XIV</sup>  
XIV



Marcos Martinez (Dec 1, 2020 08:19 MST)

SENIOR ASSISTANT CITY ATTORNEY

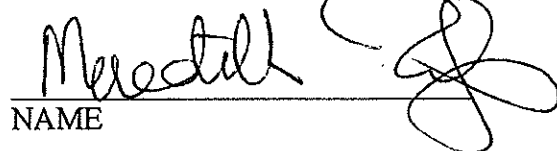
APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:

87507 Link

  
NAME

Meredith Tilp, Business Owner  
TITLE

DATE: 11-30-2020

CRS#03-536442-00-4

Registration # 2020-11948

**Attachment 1**

**Scope of Work**

***Prevention of spread of Covid-19***

This expanded Capital High School (**CHS project**) will empower 3 Capital High School clubs: DECA (business and management, AVID (college aspirants) and HOSA (medical pathway) students and school leaders and their families to fight the covid-19 virus specifically in the 87507 zip code. Using project-based learning, CHS will mitigate the effects and suppress the spread of the coronavirus among the youth and families in Santa Fe's south side. In a recent report of Santa Fe County, the zip code of 87507 were shown to be rising "two and threefold." This is far more than the more affluent, less densely populated and economically secure areas of Santa Fe county.

**CHS project** will promote messages and actions around city efforts through Promise 2.0 through technical assistance from 3 consultants to work with Teachers and Student leaders. All work is done virtually.

PSA Messages: hand washing, social distancing and wearing masks, avoiding large gatherings (or student ideas: go for it)

GET HELP GET TESTED English or Spanish or BOTH

These are the 5 key deliverables to be achieved according to attached budget

1/2. **Consultant Support** (Pacheco, Tilp and Girdner) technical assistance to Teacher leaders of 3 Clubs AVID, DECA and HOSA. The 5 **teacher leaders** are Karen Squires, Juan Acevedo, Reid Burgess, Natalie Garcia, and Jenn Bakevich. Permission granted by principal for 87507 Link to provide advice, services and payment for all aspects of the program directly from the contractor to the

school. Also we have been advised all students and parents have signed waivers to allow students to film and be visible on social media. (with requisite approval by us)

3. **15 PSA** will be produced by all 3 clubs. They will include by not be limited to these types of graphics.: short 30-60 second video, bill board design large, banner design, bus ad, slide show, tshirt design, mask logo and design (include action steps if possible graphics etc ) with these deliverables:

1. project development/technical assistance to teachers by consultants
2. editing suggestions by Rubina Cohen of FireFly & City of SantaFe
3. Evaluation of shares and likes on social media

4. spread sheet by social media tiktok, facebook instagram and La Yorda Santa Fe to track results

4. Each club will have a contest of all members with 12 **prizes** for the best messaging and actions as judged by teachers and consultants.

First Prize: \$500

Two Second Prizes: \$200

One Third Prize: \$100

5. **3 short films**, written, acted and filmed by filmmaker with editing advice to be provided by Rubina Cohen of FireFly & City of SantaFe  
Topics so far: Don't Share Masks, "Get tested"

6. **Materials developed and pricing using PSA messages::** short 30-60 second video, bill board or bus ad, design large, banner design, slide show, tshirt design, mask logo and design (include action steps If possible graphics etc. DECA makes its own tshirts and can also price and deliver masks with logos.)

Administration of funds will be done by 87507 Link. With the exception of consultant fees and administration all funds will be provided directly to Accounts Payable at Capital High School where funds will be distributed. Teacher stipend checks will be delivered directly to teachers.

#### 87507 Link Budget

##### Southside COVID Project

1. 2 Consultants - \$150.00/hr 10 Hours/week for 4 weeks	\$12,000.00
1 Consultant - \$ 75.00/hr 10 Hours/week for 4 weeks	\$ 3,000.00
2. 5 Teacher/Club Managers - \$1150.00X5	\$ 5,750.00
3. 15 PSA's/per club – bilingual \$500.00	\$ 7,500.00
1. Project development/technical assistance to teachers by consultants	
2. Editing suggestions by Alltogether Santa Fe Group	
3. Evaluation of shares and likes on social media	
4. Spread sheet by social media tiktok, facebook Instagram	
4. Prize Money 3 clubs prize money \$1,000.00 each	\$ 3,000.00
5. Short films – 3 short films to be developed \$2500/film	\$ 7,500.00
6. Materials – Design and sample of bus ad, banner, bill board, tshirts, masks	\$10,000.00
7. Administration	\$ 2,710.00
GRT	\$ 4,386.60
Total Budget	\$55,846.60






# final signed Tilp11\_30\_2020

Final Audit Report

2020-12-01

Created:	2020-12-01
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6oYh_DHUgEcFnxGKoYzTyVqbCGIAk8bQ

## "final signed Tilp11\_30\_2020" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)  
2020-12-01 - 3:06:14 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
2020-12-01 - 3:08:09 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
2020-12-01 - 3:18:15 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2020-12-01 - 3:19:23 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.  
2020-12-01 - 3:19:23 PM GMT



POWERED BY  
Adobe Sign

# City of Santa Fe, New Mexico

## memo

**DATE:** November 18, 2020

**TO:** Finance Department

**FROM:** Elizabeth Camacho, Economic Development & Communication Administrator

**Item & Issue**

CARES-87507 Link c/o Meredith Tilp Munis Contract Number 3202425

**Background and Objective**

We have seen an increase in COVID cases, especially amongst high vulnerable index communities in the 87505 and 87507 zip codes. To help educate the public on COVID safe practices, 87507 Link, a local community group of teachers and former teachers, have come together to create a pilot program at Capital High. Students will create public service announcements. By generating messages they educate themselves and take this knowledge home to their families as well as creating content for the City of Santa Fe and other organizations can use to stop the spread of COVID.

The organization number is 2122800. The Munis OBG is 510340. The PL code is CARES20EDD. The total contract amount is \$55,846.60 inclusive of GRT.

Thank you for your consideration in this matter.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2020

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 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> Alcorn Insurance Agency Inc. PO Box 837  Chama NM 87520		<b>CONTACT NAME:</b> Pam Alcorn <b>PHONE (A/C, No, Ext):</b> 575-756-2197 <b>FAX (A/C, No):</b> (575) 756-1797 <b>E-MAIL ADDRESS:</b> pamela@ronalcorninsurance.com	
<b>INSURED</b>  87507 Link 124 MESA VERDE ST  SANTA FE NM 87501		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Markel <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:		MEO3202-01	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<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> <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					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)

Virtual training for high school students on COVID safe practices.

<b>CERTIFICATE HOLDER</b>  City of Santa Fe	<b>CANCELLATION</b>  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  Pamela Alcorn
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## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: 87507 Link c/o Meredith Tilp

Procurement Title: Professional Service Contract

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

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

Department Requesting Economic Development Staff Name Liz Camacho

### 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 checked="" 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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: Emergency Determination Form Attached

Liz Camacho 11-18-20

Department Rep Printed Name (attesting that all information included)	Title	Date
<u>Fran Dunaway, CPO 12/9/20</u>		
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 contract.



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3202425

Contractor: 87507 Link

Description: Technical assistance to reduce the spread of Covid-19 in zip code 87507 and throughout Capital High School--its teachers, clubs, students, families and community partners so they may stop the spread of the virus through PSA's and other methods

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 11-18-20 Term End Date: 12/14/2020

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

### Contract / Lease:

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

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

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:

Fran Dunaway, CPO 12/9/20  
Fran Dunaway, CPO 12/9/20 (Dec 9, 2020 09:20 MST)

Dec 9, 2020

Purchasing Officer Review:

Date:

Comment & Exceptions: 3 quotes obtained \$60k. excluding GRT. Small Purchases 13-1-125 B.

### 4. Funding Source: CARES CARES20EDD

Org / Object: 2122800/510340

Alexis Lotero  
Alexis Lotero (Dec 9, 2020 08:59 MST)

Dec 9, 2020

Budget Officer Approval:

Date:

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Amanda Encinias Phone # 955-6122

Email: ajencinias@santafenm.gov

To be recorded by City Clerk:

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

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





**STATE OF NEW MEXICO  
EMERGENCY DETERMINATION FORM**

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person.

- I. Name of Agency: City of Santa Fe's Office of Economic Development on behalf of "Santa Fe Promise" efforts

Agency Chief Procurement Officer: Frances A. Dunaway

Telephone Number: (505) 955- 6432

- II. Name of Contractor: 87507 Link c/o Meredith Tilp

Address of Contractor: 124a Mesa Verde  
Santa Fe, NM 87501

Amount of prospective contract: \$55,846.60

Term of prospective contract: Approval of Contract – December 30, 2020

- III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

87507 Link will provide technical assistance to reduce the spread of COVID-19 which threatens public health and safety throughout Capital High School. its teachers, clubs, student, families and community partners so they may stop the spread of the virus through PSAs and awareness and links to City of Santa Fe COVID-19 prevention resources.

- IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

As we continue to see spikes in COVID cases and especially amongst high vulnerability index communities, we are trying to be more creative and direct with our educational efforts to prevent the spread of COVID. Having students from Capital High School where we see spikes, create messaging on behavior changes to prevent COVID will prevent the spread and provide knowledge of resources available.

- V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

This contract will be for the duration of emergency CARES Act funding, and will end on December 30<sup>th</sup> when the funding ends.

- VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

In the future, funding permitting, we will make an increased effort to prevent COVID spikes, and if time permits and there is a lack of urgency, we will be more creative in soliciting community help from a larger pool of student organizations with non-profit standing.

Certified by:

Date: Dec 1, 2020

Fran Dunaway, City of Santa Fe  
Fran Dunaway (Dec 1, 2020 14:57 MST)

Fran Dunaway City of Santa Fe Chief Procurement Officer

City of Santa Fe Approval by:

Date: Dec 1, 2020

Mary McCoy

Mary McCoy, Finance Director – City of Santa Fe Chief Financial Officer

Date: Dec 2, 2020

Jarel LaPan Hill  
Jarel LaPan Hill (Dec 2, 2020 09:03 MST)

Mayor Alan M. Webber or City Manager Jarel LaPan Hill











# ECON DEV EMERGENCY PROCUREMENT 87507 LINK

Final Audit Report

2020-12-02

Created:	2020-12-01
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVWZaAhcdCdP5O_l6p6KutXiG6UzhKwDt

## "ECON DEV EMERGENCY PROCUREMENT 87507 LINK" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-12-01 - 7:17:09 PM GMT - IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2020-12-01 - 7:19:08 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)  
2020-12-01 - 9:56:56 PM GMT - IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2020-12-01 - 9:57:22 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
2020-12-01 - 9:57:24 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2020-12-02 - 3:22:14 AM GMT - IP address: 104.47.65.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)  
Signature Date: 2020-12-02 - 3:23:30 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature  
2020-12-02 - 3:23:31 AM GMT
-  Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)  
2020-12-02 - 4:03:11 PM GMT - IP address: 104.47.64.254
-  Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)  
Signature Date: 2020-12-02 - 4:03:39 PM GMT - Time Source: server- IP address: 63.232.20.2



POWERED BY  
Adobe Sign

● Agreement completed.  
2020-12-02 - 4:03:39 PM GMT



*es. Santafé*

POWERED BY  
Adobe Sign

**Signature:** Xavier Vigil  
Xavier Vigil (Dec 10, 2020 14:22 MST)

**Email:** xivigil@santafenm.gov











# CM ECON DEV-LAND USE 87507 LINK CARES ACT


Final Audit Report

2020-12-10


Created:	2020-12-08
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdtxIOBm2yhhv-eRxyopn9gXmaSGXzNqoD

## "CM ECON DEV-LAND USE 87507 LINK CARES ACT" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-12-08 - 3:46:38 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2020-12-08 - 3:54:33 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-12-09 - 3:58:45 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2020-12-09 - 3:59:42 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway, CPO 12/9/20 (fadunaway@santafenm.gov) for signature  
2020-12-09 - 3:59:43 PM GMT
-  Email viewed by Fran Dunaway, CPO 12/9/20 (fadunaway@santafenm.gov)  
2020-12-09 - 4:05:58 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway, CPO 12/9/20 (fadunaway@santafenm.gov)  
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-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
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-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
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Signature Date: 2020-12-09 - 4:24:01 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-12-09 - 4:24:03 PM GMT

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2020-12-09 - 8:39:11 PM GMT- IP address: 104.47.64.254

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2020-12-10 - 9:14:01 PM GMT- IP address: 104.47.65.254

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Signature Date: 2020-12-10 - 9:40:46 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-12-10 - 9:40:46 PM GMT