

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 **Cannon Cochran Management Services, Inc.** (CCMSI) hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

- A. Self-insured Workers' Compensation Claims Administration.
 - 1) Review all claim and loss reports received from City during the term of this Agreement and process each claim or loss report in accordance with applicable statutory and administrative regulations.
 - 2) Conduct an investigation of each reported claim or loss under subparagraph (1) above (hereinafter referred to as a "qualified claim or loss") to the extent deemed necessary by Contractor in the performance of its obligations hereunder.
 - 3) Arrange for independent investigators or medical or other experts to the extent deemed necessary by Contractor in connection with processing any qualified claim or loss.
 - 4) Pay medical and death benefits, temporary and permanent disability compensation and other losses and expenses, but only if in the sole judgment of Contractor, such payment would be prudent for the City and the anticipated amount thereof does not exceed the limit specified or the City specifically approves or directs such action in writing.
 - 5) Perform reasonable and necessary administrative and clerical work in connection with qualified claims or losses including the preparation of checks bearing the name of City and drawn on the account or accounts established pursuant to paragraph 2(D) below.
 - 6) Maintain a file for each qualified claim or loss which shall become the property of City and which shall be available for review by the City at any reasonable time.
 - 7) Notify excess insurers of all qualified claims or losses with values that may exceed the City's retention, providing such insurers with necessary information on the current status of those claims or losses, unless relieved of this obligation by the City, pursuant to paragraph 2(A) below.
 - 8) The Contractor's control supervisor shall review all open claims, at least monthly to make certain that claims and expense reserves are accurately set at the ultimate expected cost (no step reserving).

- 9) The Contractor shall assist the City Attorney with selection of counsel to defend qualified claims or losses, if requested by the City.
- 10) The Contractor shall assist the City's counsel, if requested, in preparing the defense of litigated cases, negotiating settlements and pursuing subrogation or contribution actions.
- 11) In the event of a fatality resulting from an on-the-job injury, personal contact with the family is required as soon as possible to explain benefits.
- 12) Personal contact with the claimant or claimant's family is required within 24 hours of receipt of a claim indicating an injury requiring hospitalization or immediate surgery.
- 13) All indemnity lost time claims shall be handled to conclusion by the same adjuster. The control supervisor may assign lost time claims to a telephone claims representative if the injury has stabilized and is of a type which requires a long term rehabilitation or healing process (or for other good reason with which is documented in the file).
- 14) In person statements are required from every claimant receiving weekly benefits or settlements. Telephonically recorded statements are acceptable in unusual circumstances.
- 15) Medical only claims will be handled by the control office, however, if a medical only claim develops into a lost time injury, the case will be reassigned to a lost time adjuster. The control supervisor may alter this procedure if warranted but must indicate the exceptional reason in the claim file. Copies of correspondence indicating status of claim must be provided to the city claims administrator.
- 16) Monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers as may be appropriate in the sole judgment of the Contractor.
- 17) As the City directs, assist in interpreting medical reports to consider the circumstances under which an ill or injured employee could return to work in the shortest period of time.
- 18) Assist the City in arranging for rehabilitation or retraining of employees in appropriate cases.
- 19) Maintain a current estimate of the expected total cost of each qualified claim or loss that considers indemnity, medical and expense components and is based on facts known at the estimation date, but is not trended or actuarially developed.
- 20) Utilize computer programs to furnish to the City selected loss and information reports either monthly, quarterly or annually which are entitled:
 - i. Composite claim summary, with graphs by division yearly and monthly
 - ii. Accident trend report, with graphs by division monthly
 - iii. Loss analysis report, with graphs by division monthly
 - iv. State reports, as needed
 - v. Accumulated report monthly
 - vi. Injury codes to identify body part and type
 - vii. Number system of claims to identify type
 - viii. Program access City staff
 - ix. Indexing

x. Check register monthly

These reports shall contain such information as incident date, condensed incident description, department, other identifiers, payments made, estimated future costs and total expected costs of claims or losses, as well as summary and other data deemed relevant by the Contractor, but not IBNR (incurred but not reported) claims or actuarially developed loss values.

21. Annually report federal, state and local 1099 information under the City's tax identification numbers, when the City has provided all required IRS authorizations, for vendor payments issued by the Contractor on bank accounts owned by the City, but not for payment authorizations when the Contractor does not issue the checks.
- 21) Provide narrative reports of major or litigated claims, if requested by the City.
- 22) Provide claim forms and other forms believed by the Contractor to be appropriate for the efficient operation of the self-insurance program.
- 23) Return to the City all claim files upon termination of the contract at the City's expense.

B. Medical Control:

- 1) The control supervisor shall establish reasonable and customary fees negotiated with providers for service to employees including doctor visits, therapy and other injury related costs. The control supervisor shall direct all appointments after work hours when possible in accordance with the New Mexico Workers' Compensation Act.
- 2) Assist the City, where State rules and regulations permit, in the selection of a panel of physicians or other providers of health care to initially treat employees and a panel of medical specialists to provide long-term or specialty care.
- 3) Consult with the City in order to develop ways of using medical facilities and providers more effectively.

C. Employee Consulting:

- 1) As the City directs, provide information to ill or injured employees regarding the benefits available under the self-insurance program and counsel any such employees who wish to obtain the assistance of third parties in dealing with problems arising out of work-related illnesses or injuries.
- 2) If the City requests, consult with employee groups in regard to specific aspects of the self-insurance program.
- 3) Assist the City in developing policies and procedures to ensure that an employee's return to work or reassignment is consistent with any findings of an appropriate state administrative agency.

D. Program Development, upon the City's request:

- 1) Consult with the City on the establishment and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of the City.
- 2) Participate in the orientation of the City's personnel who are directly or indirectly involved in the processing of qualified claims or losses.
- 3) Provide information on changes or proposed changes in certain legislation, regulations or rules affecting the responsibility of the City.

4) Review the development of the self-insurance program periodically with representatives of the City in order to identify problems and recommend corrective action.

E. Contractor shall furnish appropriate renewal application forms and, upon the City's written request, shall file all periodic reports and renewal applications required by state administrative agencies to maintain the City's self-insurance program.

F. Contractor shall not provide any risk control services.

G. Contractor may subcontract to its affiliated corporations various services to be provided under this agreement. It is understood, however, that Contractor will be responsible for the performance of all services to be provided to the City hereunder in accordance with this agreement, including any subcontracted services.

H. Claim Administration.

1) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer all claims of the Client that occur during the period of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.

2) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.

3) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.

4) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:

(a) Independent medical examinations of claimants;

(b) Managed care expenses, which include the services provided by comp me TM, CCMSI's proprietary managed care program. Examples of managed care expenses includes but is not limited to PPO net works, utilization review, nurse case management, medical bill audits and medical bill review;

(c) Fraud detection expenses, such as surveillance, which include the services provided by fire, CCMSI's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;

(d) Attorneys, experts and special process servers;

(e) Court costs, fees, interest and expenses;

(f) Depositions, court reporters and recorded statements;

(g) Independent adjusters and appraisers;

(h) Index bureau and OFAC (Office of Foreign Assets Control) Charges;

(i) MMSEA/SCHIP compliance charges;

(j) Electronic Data Interchanges, EDI, charges if required by

State law;

(k) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;

(l) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;

(m) Police, weather and fire report charges that are related to claims being administered under Client's program;

(n) Charges associated with accident reconstruction, cause and origin investigations, etc.;

(o) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;

(p) Charges associated with Medicare Set-Aside Allocations;

(q) Other expenses normally recognized as ALAE by industry standards.

I. Subrogation. CCMSI will monitor claims for subrogation

J. Provision of Reports. CCMSI agrees to provide reports to the Client as upon request.

K. Risk Management Services. CCMSI will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties.

L. Managed Care Services. CCMSI will provide the Client with managed care services (Comp MC) upon mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit "A".

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed, such compensation not to exceed \$768,434.23), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$64,836.64 shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$833,270.87). 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.**

- 1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred eighty three thousand six hundred seventy six dollars and fifty six cents (\$183,676.56) for FY 2021-2022

- 2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred eighty nine thousand one hundred eighty six dollars and eighty six cents (\$189,186.86) for FY 2022-2023
- 3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred ninety four thousand eight hundred sixty two dollars and forty seven cents (\$194,862.47) for FY 2023-2024
- 4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred thousand seven hundred and eight dollars and thirty four cents (\$200,708.34) for FY 2024-2025,

B. Payment in future fiscal years 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 fifteen (15) 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, 2025** 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. 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 maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Bradley Fluetsch, CFA, Planning and Investment Officer
P.O. Box 909
Santa Fe, NM 87504
(O) 505-955-6885 (M) 505-231-8753
bjfluetsch@santafenm.gov

To the Contractor:
Cannon Cochran Management Service Inc. (CCMSI)
Courtney Barela, Account Manager
5700 Pasadena Ave Suite 102
Albuquerque, NM 87113
(O) 505-837-8738
cbarela@ccmsi.com

27. Authority.

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

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

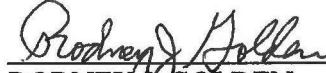
CITY OF SANTA FE:

CONTRACTOR:
CCMSI



ALAN WEBBER, MAYOR

DATE: Nov 21, 2021



RODNEY GOLDEN

Chief Operating Officer

DATE: 10/28/21

CRS# 02-498336-00-5

Registration # 1200046454

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 
GB MTG 11/10/2021

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Oct 25, 2021 08:22 MDT)


SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

GL-6001750.555300

WC-6100231.510300 

Org. Name/Org#.