

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
MOMENTUS, LLC AGREEMENT  
ITEM#22-0555**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES AGREEMENT, dated November 21, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Momentus, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide additional technical support to the Human Resource with Tyler Munis.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. Agreement shall be effective when signed by the City and shall terminate on March 31, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

John Blair  
John Blair (May 24, 2023 17:56 MDT)

JOHN BLAIR, CITY MANAGER

DATE: • May 24, 2023 • • • • •

ATTEST:

Kristine Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK *xiv*

CONTRACTOR:

Momentum, LLC

Krishna Gajavelli

Krishna Gajavelli, Principal

NAME & TITLE

DATE: 04/26/2023

CRS# 03275441008

Registration # 233821

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 24, 2023 16:21 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (May 24, 2023 11:46 MDT)

EMILY OSTER, FINANCE DIRECTOR

3250231-510340 AH  
Org. Name/Org.# AH



# THE CITY OF SANTA FE

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## MEMORANDUM

**DATE:** May 17, 2023

**TO:** John Blair, City Manager *John Blair*  
John Blair (May 19, 2023 15:18 MDT)

**VIA:** Emily Oster, Finance Director *Emily K. Oster*  
Emily K. Oster (May 17, 2023 21:57 MDT)  
Travis Dutton-Leyda, Purchasing Officer *Travis Dutton-Leyda*  
Bernadette Salazar, HR Director *Bernadette Salazar*

**FROM:** Ashley Barela, Assistant HR Director *Ashley Barela*  
5/17/2023

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### ITEM AND ISSUE:

Approve of Amendment No. 1 to the Professional Services Agreement with Momentus, LLC to increase the term.

### BACKGROUND AND SUMMARY:

In November 2022 the HR Department used a statewide price agreement as the procurement method to enter into a Professional Service Agreement with Momentus for technical support in upgrade activities and post upgrade enhancement opportunities. The full number of hours and budget allocated for the contract was not used, therefore we are seeking an amendment to the contract to continue the post upgrade assistance and extend the term.

The original contract termed on March 30, 2023, however the services provided by Momentus have been of great importance and benefit to the overall organization by providing technical resources and working through the immediate build, test, and implementation of modules such as training and FMLA tracking. Leading up to March 30, 2023, I sought clarification from the HR Administrative Manager on contract extension options as the current activities were not yet completed and there was still available budget on the contract. Guidance was received from the Purchasing Office to amend the contract. The contract amendment was drafted, reviewed and approved by Legal, and as of April 25, 2023, was signed by the contractor, Momentus.

Due to the delay in drafting the contract amendment internally, I am requesting a retroactive approval for a contract amendment based on exceptional circumstances as detailed below.

- A. All services ceased as of March 30, 2023, with Momentus and no work has been performed without an approved amendment in place. Therefore, there was not any willful misconduct by the department, and should the amendment be approved, work would only begin again once the fully approved amendment is in place. The department has not engaged or previously requested a retroactive contract amendment approval.

- B. If the City elects to not provide a retroactive approval, human resources would need to resume the build, test, and implementation work of the training and FMLA modules. The technical expertise that Momentus has provided has proven to be of great value and would be of assistance to Human Resources in fulfilling the remaining responsibilities associated with these post upgrade activities.
- C. This memorandum serves as a written, factual, explanation of the matter to the City Manager and signed by the department director for consideration and approval of the requested retroactive approval.
- D. The contractor ceased performance of services on March 30, 2023, to ensure that no services were performed without a fully approved amendment in place. The City has remained in good faith and only paid for services that were received during a time when an active agreement was in place and no services were requested to be performed by the contractor without an active agreement in place.

**RECOMMENDED ACTION:**

Approval of Amendment No. 1 to PSA #22-0555 agreement with Momentus LLC to terminate on March 31, 2024, with the right to renew on an annual basis by mutual agreement not to exceed a total of four years.

**CONTRACT NUMBER:**

The Munis contract number is 3203761

**FUNDING SOURCE:**

3250231/510340

**ACTION REQUESTED:**

Human Resources respectfully requests your review and approval.





**THE CITY OF  
SANTA FE**

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**MEMORANDUM**

**DATE:** April 26, 2023

**TO:** John Blair, City Manager

**VIA:** Emily Oster, Finance Director  
Travis Dutton-Leyda, Purchasing Officer  
Bernadette Salazar, HR Director

**FROM:** Ashley Barela, Assistant HR Director

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**CONTRACT NUMBER:**

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**FUNDING SOURCE:**

3250231/510340

**ACTION REQUESTED:**

Human Resources respectfully requests your review and approval.



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Momentum LLC

Procurement Title: ERP system implementations and support

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 Human Resources Staff Name Ashley Barela

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

Ashley Barela, Assistant HR Director, 4/26/2023

Department Rep Printed Name (attesting that all information included)	Title	Date
<i>Travis Dutton-Leyda</i>	Chief Procurement Officer	May 23, 2023

Purchasing Officer (attesting that all information is reviewed)	Title	Date
<i>Manuel Gonzales</i>	ITT Director	May 23, 2023

ITT Representative (attesting that all information is reviewed)	Title	Date
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Include all other substantive documents and records of communication that pertain to the procurement and contract.



# City of Santa Fe

## Summary of Contracts, Agreements, Amendments & Leases

### All fields to be completed by department:

1. Munis Contract: 3203761 Procurement # (RFP/ITB If any):

Contractor: Momentum LLC

Description: Momentum provides additional technical support to Human Resources for Tyler Munis upgrade and post upgrade activities.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: 11/2022 Term End Date: 3/30/2023

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

### Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 22-0555

Increase/(Decrease) Amount \$ 0.00

Extend Termination Date to: 3/31/2024

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

Amendment is for: Extend term to continue post upgrade assistance and enhancement opportunities.

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

In November 2022 the HR Department used a statewide price agreement as the procurement method to enter into a Professional Service Agreement with Momentum for technical support in upgrade activities and post upgrade enhancement opportunities. The full number of hours and budget allocated for the contract was not used, therefore we are seeking an amendment to the contract to continue the post upgrade assistance and extend the term.

### 3. Procurement History: Statewide Price Agreement

Travis Dutton-Layda

Purchasing Officer Review:

May 23, 2023

Date:

Comment & Exceptions: CoSF PM XX approved through CM. Original SWPA allowed 4 years.

### 4. Funding Source: \_\_\_\_\_ Org / Object: 3250231-510340

Andy Hopkins

Andy Hopkins (May 23, 2023 12:38 MDT)

Budget Officer Approval:

May 23, 2023

Date:

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

Staff Contact who completed this form: Ashley Barela Phone # ext 6517

Email: ambarela@santafenm.gov

### To be recorded by City Clerk:

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

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

Mmanuel Gonzalez

Mmanuel Gonzalez (May 23, 2023 14:27 MDT)

ITT Director

May 23, 2023

ITT Representative (attesting that all information is reviewed)

Title

Date



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** November 07, 2022

**TO:** John Blair, City Manager

**VIA:** Emily Oster, Finance Department Director  
JoAnn Lovato, Interim Chief Procurement Officer  
Bernadette Salazar, HR Director

**FROM:** Lillian Maestas, HR Admin. Manager

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### **ITEM AND ISSUE:**

Requesting approval of Contract with Momentus LLC, through statewide price agreement. It will be for 20 hours per week of work for a total of 20 weeks (approximately November-March).

### **BACKGROUND AND SUMMARY:**

The Human Resources Department is requesting a contract with Momentus to provide additional technical support to the Human Resources team during the Tyler Munis upgrade.

While the Human Resources Department staff will function as subject matter experts and lead Department users through learning and mastering the new upgraded version.

The added support from Momentus will be in collaboration with our department and assist in additional analysis, technical configuration, resource development, task management and reporting, testing and troubleshooting among other tasks.

The contract is structured to also provide post upgrade support and assistance in the development of post upgrade enhancement opportunities.

### **PROCUREMENT METHOD:**

The procurement method is Statewide Price Agreement

### **CONTRACT NUMBER:**

The FY23 Munis contract number is 3203761

### **FUNDING SOURCE:**

The funding source is:  
3250231/510340

### **ACTION REQUESTED:**

The City Manager's Office respectfully requests your review and approval.



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3203761

Contractor: Momentus LLC

Description: Monentus will provide additional technical support to the Human Resources team during the Tyler Munis upgrade

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 11/01/2022 Term End Date: 03/30/2023

☐ 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)

The added support from Momentus will be in collaboration with the HR Department and assist in additional analysis, technical configuration, resource development, task management and reporting, testing and troubleshooting among other task. The contract is structured to also provide post upgrade support and assistance in the development of post upgrade enhancement opportunities.

3. **Procurement History:** Statewide price agreement

JoAnn Lovato  
JoAnn Lovato (Nov 14, 2022 16:32 MST)

Nov 14, 2022

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Procured via SWPA

4. **Funding Source:** \_\_\_\_\_ **Org / Object:** 3250231-510340

Andy Hopkins  
Andy Hopkins (Nov 14, 2022 11:06 MST)

Nov 14, 2022

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

Staff Contact who completed this form: Lillian Maestas Phone # 505-955-6659

Email: lmaestas@santafenm.gov

To be recorded by City Clerk:

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

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

Manuel  
Manuel Gonzales (Nov 15, 2022 08:29 MST)

ITT Director

Nov 15, 2022

ITT Representative (attesting that all information is reviewed)

Title

Date



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Momentum LLC,

Procurement Title: ERP system implementations and support

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 Human Resources Staff Name Lillian Maestas

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YES N/A

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<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Lillian Maestas HR Admin Manager 11/07/2022

Department Rep Printed Name (attesting that all information included) Title Date  
JoAnn Lovato Contracts Supervisor Nov 14, 2022  
JoAnn Lovato (Nov 14, 2022 16:32 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date  
Manuel Gonzales ITT Director Nov 15, 2022  
Manuel Gonzales (Nov 15, 2022 08:29 MST)

ITT Representative (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  
GENERAL SERVICES CONTRACT**

Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the **“City”**, and **Momentum LLC**, hereinafter referred to as the **“Contractor.”**

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. Momentum, LLC will provide additional technical support to the Human Resource Development during the Tyler Munis upgrade

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. “You” and “your” refers to Momentum “We,” “us” or “our” refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

- 1) Analysis, technical configuration, and development resources in ERP related applications and technologies.
- 2) Analyze and modify ERP and related software components and resources to enhance accessibility, response time, system throughput, reliability, and redundancy.
- 3) Collaborate with business and functional experts to configure, train, test, and troubleshoot the ERP application.
- 4) Meet with users on issues, observe and critique system users and provide additional training as required.
- 5) Develop quality documentation as required to include, user guides, presentation materials, correspondence, and use cases.
- 6) Lead, monitor, assist, track, and report on assigned ERP project activities and report to stakeholders.
- 7) Lead and gather information for ERP application such as business process and business requirements.
- 8) Provide recommendations for opportunities for enhancement via ERP application or through business process improvements and Build interfaces, conversions, modifications & customizations to maximize business outcomes .
- 9) Provide a thorough understanding and support of ERP technical issues and solutions as related to business functionality and process requirements.

- 10) Provide thorough working knowledge and support of ERP and related development tools and technologies.
- B. Work to be completed by any combination of the following, as deemed appropriate by the City and with input from the Contractor:
  - 1) "Consultant Level One" means a qualified team member that has greater than ten (10) years of relevant past experience as defined in this bid.
  - 2) "Consultant Level Two" means a qualified team member that has five (5) to ten (10) years of relevant past experience as defined in this bid.
  - 3) "Consultant Level Three" means a qualified team member that has less than five (5) years of relevant past experience as defined in this bid.

### 3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Up to two (2) ERP Application Developers/Consultants with years of experience at a defined rate per hour as listed below:

ERP Application Developer/Consultant with five (5) to ten (10) years of relevant past experience = \$132/hr x 20 hours per week x 20 weeks = \$52,800

ERP Application Developer/Consultant with less than five (5) years of relevant past experience = \$116/hr x 20 hours per week x 20 weeks = \$46,400

The total compensation under this Agreement shall not exceed \$99,200, excluding gross receipts tax.

### 4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment



charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on March 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period

or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. *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.*

#### 8. 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 Paragraph 7 herein, or to agree to the reduced funding.

#### 9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

#### 10. 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.

#### 11. 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.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, 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 legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given

by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. 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.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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 Paragraph 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 Paragraph 20 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 Paragraph 20 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.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement: 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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 bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **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 NMSA 1978, § 38-3-2. 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.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **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. 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.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to



any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) replace or modify the product or service so that it becomes non-infringing;

or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

### 38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

### 39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily

result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:  
Bernadette Salazar, HR Director  
bjssalazar@santafenm.gov  
200 Lincoln Ave. Santa Fe, NM 87504

To the Contractor:  
Momentum LLC  
ACCOUNTS@MOMENTUS-LLC.COM  
21 Glorieta St.  
Moriarty NM 87305

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:  
Momentum LLC  
ACCOUNTS@MOMENTUS-LLC.COM  
21 Glorieta St.  
Moriarty NM 87305

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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:

John Blair  
John Blair (Nov 21, 2022 16:36 MST)

JOHN BLAIR, CITY MANAGER

DATE: Nov 21, 2022

CONTRACTOR:  
Momentum LLC

Krishna Gajavelli  
NAME Krishna Gajavelli

Principal  
TITLE

DATE: 11/07/2022  
CRS# 03275441008  
Registration # 233821

ATTEST:

Kristine Bustos Mihelcic  
KRISTINE BUSTOS MIHELICIC, CITY CLERK X/V

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Nov 7, 2022 15:14 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Nov 21, 2022 14:41 MST)

EMILY OSTER, FINANCE DIRECTOR

3250231/510340 Att  
Org.Name/Org.# <sup>AH</sup>



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

## BUSINESS REGISTRATION

**Business Name:** MOMENTUS LLC  
DBA: MOMENTUS LLC

**Business Location:** 21 GLORIETA ST  
MORIARTY, NM 87035

**Owner:** MOMENTUS LLC

**License Number:** 233821

**Issued Date:** November 03, 2022

**Expiration Date:** November 03, 2023

**CRS Number:** 03275441008

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

MOMENTUS LLC  
2484 FLOWER PETAL RD  
FRISCO, TX 75033

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

DATE (MM/DD/YYYY)  
11/07/2022

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> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (855) 222-5919	<b>FAX (A/C, No):</b>
<b>INSURED</b> Momentum LLC 2484 Flower Petal Rd Frisco, TX 75033	<b>E-MAIL ADDRESS:</b> support@nextinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Next Insurance US Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 677548577 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE \$1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00
							MED EXP (Any one person) \$5,000.00
							PERSONAL & ADV INJURY \$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000.00
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Santa Fe. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> City of Santa Fe 200 Lincoln Ave Santa Fe, NM 87501	<b>LIVE CERTIFICATE</b>  Click or scan to view	<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.  <b>AUTHORIZED REPRESENTATIVE</b> 
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# 23-0284 Momentus LLC

Final Audit Report

2023-05-25

Created:	2023-05-24
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAExr3I9aGkWFO_II21Q-UHvBGw4A5Ej5M

## "23-0284 Momentus LLC" History

 Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)

2023-05-24 - 4:08:31 PM GMT- IP address: 63.232.20.2

 Document emailed to ekoster@santafenm.gov for signature

2023-05-24 - 4:10:22 PM GMT

 Email viewed by ekoster@santafenm.gov

2023-05-24 - 5:42:36 PM GMT- IP address: 104.47.64.254

 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster

2023-05-24 - 5:46:50 PM GMT- IP address: 63.232.20.2

 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)

Signature Date: 2023-05-24 - 5:46:52 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to jwblair@santafenm.gov for signature


2023-05-24 - 5:46:55 PM GMT

 Email viewed by jwblair@santafenm.gov


2023-05-24 - 11:56:13 PM GMT- IP address: 104.47.65.254

 Signer jwblair@santafenm.gov entered name at signing as John Blair

2023-05-24 - 11:56:24 PM GMT- IP address: 63.232.20.2

 Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2023-05-24 - 11:56:26 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature

2023-05-24 - 11:56:28 PM GMT

 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2023-05-25 - 2:38:56 PM GMT- IP address: 104.47.64.254



Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-05-25 - 2:39:07 PM GMT - Time Source: server- IP address: 73.98.12.205



Agreement completed.

2023-05-25 - 2:39:07 PM GMT



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