



Date: July 12, 2024

To: John Blair, City Manager

Via: Emily Oster, Finance Department Director
Paul Joye, Chief of Police *[Signature]*

From: Ben Valdez, Deputy Chief of Police *[Signature]*

Subject: Professional Services Agreement Under \$60K

Vendor: Susan B Cave, PHD.

ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of a Professional Services Agreement in the Total Amount of \$20,000 to conduct psychological screenings. This Agreement is for one year; July 1, 2024 to June 30, 2025. (Susan B. Cave, PH.D.); (Ben Valdez, bpvaldez@santafenm.gov, ext. 5040)

Action Requested: Approval of a Professional Services Agreement under \$60k

BACKGROUND AND SUMMARY:

Vendor provides pre-employment psychological screenings, fit for duty screens, and critical incident screenings as needed.

PROCUREMENT METHOD:

Quote/ Small purchase

Chief Procurement Officer Approval: *JoAnn Lovato Montano* **Date:** Jul 25, 2024

Comment/Exceptions: NMSA 1978, Section 13-1-125

CONTRACT NUMBER:

The FY25 Munis contract number is 3250002

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Police Administration/ 1000310

Munis Object Name/Number: Professional Contracts/510300

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: N/A **Date:** _____

Project Ledger #: N/A

Budget Officer Approval: *Andy Hopkins* **Date:** Jul 24, 2024

Comment/Exceptions: Small purchase agreement 1 quote

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):

Yes | No

(if known): N/A

Repair or Replacement of Existing Equipment:

Yes | No

If yes -> Repair | Replacement

Please explain: N/A

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Project Ledger #: N/A

Anticipated length of project: N/A

Asset Manager Approval: N/A **Date:** _____

Comment/Exceptions: _____

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: N/A **Title:** _____ **Date:** _____

Approval: N/A **Title:** _____ **Date:** _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info:
AnnaMarie Bowen, acbownen@santafenm.gov, 505-955-5122

ATTACHMENTS:

- Vendor's Quote
- Santa Fe Business License
- Certificate of Liability Insurance
- Professional Services Contract
- CPO Determination
- Horizons declination

QUOTE

Susan B. Cave, Ph.D.

Clinical and Forensic Psychologist

DATE: JULY 1, 2024

4001 Office Court Drive, Suite 407, Santa Fe, NM 87507
505-988-7616 Fax: 505-988-5592
amanda@susancave.com

Valid Fiscal Year July 1, 2024 through June 30, 2025

TO Santa Fe City Police Department
Attn: Tara Rico

APPLICANT	JOB		
	Pre-Employment Psychological Evaluation & Fitness for Duty Evaluations	Invoice will be submitted upon completion of the report, unless otherwise specified	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Pre-Employment Psychological Evaluation Includes personal interview, administration of psychological testing and written finding.	400.00	400.00
	GRT 8.3125%		
	Fitness for Duty Evaluations/Critical Incident Debriefs Includes personal interview (may require more than One session), may include psychological testing, and Will include letter/report with recommendation of Employee	\$175/hr	
	Not to exceed 10 hours		
	GRT 8.1875%		
	If tax exempt please disregard the sales tax		
		SUBTOTAL	
		SALES TAX	
		TOTAL	

Quotation prepared by: *Amanda Vigil*, Office Manager

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

THANK YOU FOR YOUR BUSINESS!



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

BUSINESS REGISTRATION

Business Name: SUSAN B. CAVE PH.D.

Business Location: 4001 OFFICE COURT DR 407
SANTA FE, NM 87505

CRS Number: 02120882004

Owner: SUSAN CAVE

License Number: 223046

License Type: Business License - Renewable

Issued Date: August 31, 2023

Classification: Business Registration - Standard

Expiration Date: August 31, 2024

Fees Paid: \$35.00

SUSAN B. CAVE PH.D.
130 SIRINGO RD 103
SANTA FE, NM 87505

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 TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Account Number: NM SUSA 2210

Date: 9/06/23 Initials: JA

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:

SUSAN B. CAVE, PH.D., P.C
4001 OFFICE COURT DRIVE
SUITE 407
SANTA FE NM 87507

Additional Named Insureds:

SUSAN B. CAVE, PH.D.

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations: N/A

(If different than address listed above)

Claim History:

Retroactive date is 09/01/2004

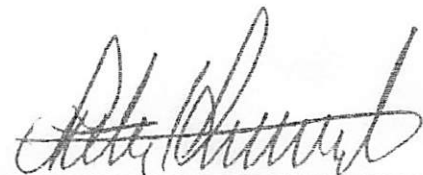
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5010-0410	9/01/2023	9/01/2024	1,000,000 3,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: THIS POLICY HAS BEEN ENDORSED WITH CYBER LIABILITY COVERAGE. DEFENSE REIMBURSEMENT PROCEEDINGS LIMIT IS \$5,000. 2 ADDL.IN TOWN OF TAOS POLICE DEPT CITY OF SANTA FE POLICE DEPT 400 CAMINO DE LA PLACITA 2515 CAMINO ENTRADA TAOS NM 87571 SANTA FE NM 87507

This Certificate Issued to:

Name: SUSAN B. CAVE, PH.D., P.C
4001 OFFICE COURT DRIVE
Address: SUITE 407
SANTA FE NM 87507



Authorized Representative

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **SUSAN B. CAVE PH.D., P.C.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the CPO has determined that this contract qualifies as a “small purchase” under the procurement code, NMSA 1978, section 13-1-125.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

- A. Administer written and verbal psychological screening for the applicants/officers wishing to attend the NM Law Enforcement Academy (NM-LEA) or the Certification by Waiver Class offered by NM-LEA to sworn police officers serving in designated high stress and high exposure assignments.
- B. Conduct post-traumatic incident assessments, as well as fit for duty examinations
- C. Provide letter/report with findings and/or recommendation of employee

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to fitness for duty examinations, Pre-employment/Pre-Academy evaluations and critical incident debriefing and/or other duties as assigned for the City, as set forth in this Agreement. The Contractor represents that the Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of Five Hundred Seventy-Five dollars (\$575.00) per service, such compensation not to exceed twenty thousand dollars (\$20,000), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling Twenty Thousand dollars (\$20,000) 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 AMOUNT (\$20,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. 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.

D. 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.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. Notice of Extended Payment Provision For Grant Funded Contracts. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on **June 30, 2025**, unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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) 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 6, "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.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. 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 Contract. 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.

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. 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.

16. Merger

This Contract 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 contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

23. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

28. Notices

Any notice required to be given to either party by this Contract 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: Paul Joye, Chief of Police, 2515 Camino Entrada, Santa Fe, NM 87507,
pmjoye@santafenm.gov

To the Contractor: Susan B. Cave, Ph.D., P.C., 4001 Office Court Dr. 407, Santa Fe, NM 87505,
susan@susancave.com

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the 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's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor 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 Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:

John Blair
John Blair (Jul 29, 2024 12:24 MDT)
JOHN BLAIR, CITY MANAGER

Susan B. Cave PhD
Susan B. Cave PhD (Jul 17, 2024 14:42 MDT)
SUSAN B. CAVE, PH.D., Clinical Psychologist

DATE: Jul 17, 2024
CRS#: 02120882004

Registration #: 223046

ATTEST:

[Signature]
GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Jul 17, 2024 14:46 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [RICO, TARA R.](#); [Purchasing DET](#)
Subject: RE: Determination- Psychological Screening Services
Date: Tuesday, July 2, 2024 4:39:27 PM

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is

crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaelibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>

- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Internal Link: https://intranet.santafenm.gov/finance_1



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: RICO, TARA R. <trrico@santafenm.gov>
Sent: Tuesday, July 2, 2024 10:58 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: RE: Determination- Psychological Screening Services

Good morning,

Following up on this request for determination. Thank you

From: RICO, TARA R.
Sent: Wednesday, June 26, 2024 11:52 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination- Psychological Screening Services

Good morning,

Please provide a determination for the following:

- *Administer written and verbal psychological screenings for new applicants/officers wishing to attend the NM Law Enforcement Academy, or Cert by Waiver Class offered by NMLEA to sworn police officers serving in designated high stress and high exposure assignments.*
- *Conduct post-traumatic incident assessments; as well as fit for duty examinations when requested.*
- *All work shall be conducted under guidelines of NMLEA and the Professional Standards Division. Provide written test based on the job analysis and past best practices of the City of Santa Fe Police Department.*



*Tara R. King, Project Specialist
Santa Fe Police Department
2515 Camino Entrada
Santa Fe NM 87507
505-955-5004*

Signature: 
XAVIER VIGIL (Jul 31, 2024 11:29 MDT)

Email: xivigil@santafenm.gov

24-0475 Susan B. Cave, PhD

Final Audit Report

2024-07-31

Created:	2024-07-31
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVWTZhV38ZOZneCeM2knJkRnnBd_mlWon

"24-0475 Susan B. Cave, PhD" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-07-31 - 5:25:06 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-07-31 - 5:29:48 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-07-31 - 5:29:49 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-07-31 - 5:30:55 PM GMT- IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-07-31 - 5:33:45 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-07-31 - 5:33:45 PM GMT