




# City of Santa Fe, New Mexico

## Memorandum



**DATE:** June 18, 2024

**TO:** John Blair, City Manager

**VIA:** Emily Oster, Finance Department Director  
Travis Leyba-Dutton, Chief Procurement Officer  
Maria Sanchez-Tucker, Community Services Department Director 

**FROM:** Julie Sanchez, Youth and Family Services Division Director *jjs*

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### ITEM AND ISSUE:

Request for Approval of a Professional Services Agreement with Santa Fe Public Schools for expanded summer program opportunities for the youth of Santa Fe, in an amount not to exceed \$100,000.00, including NMGR (Julie Sanchez, Youth and Family Services Division Director, [jj Sanchez@santafenm.gov](mailto:jj Sanchez@santafenm.gov) 505-955-6678)

### BACKGROUND AND SUMMARY:

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The founding Ordinance stipulates that the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations and Santa Fe public school (SFPS) programs that provide programs and/or services to children and youth up to age 21 throughout the City of Santa Fe.

The Youth and Family Services Division works closely with SFPS on several youth development opportunities. SFPS made a request to the Youth and Family Services Division to provide funding to support a gap in services, funding would serve additional students in the summertime through experiential mental, physical, arts, culture, outdoor and wellness related programs. Services will come from a mix of nonprofit and public-school programs serving Santa Fe youth ages 5 – 18 which would take place in the public schools. Santa Fe Public Schools will act as the fiscal sponsor to distribute the funding. Funding would cover the second half of summer programs and would make them free to all participating students and would add an additional 1,514 slots for summer services. Programs will be hosted at the student's school site with transportation and food included.

Per ordinance 2018-3 Section G. The children and youth fund is limited to non-city programs except as specified in subsection 6-10.0 SFCC 1987. Section H. Applicants for the children and youth fund shall be limited to nonprofit organizations that have been granted and currently hold tax-exempt status under Section 501 (c)(3) of the Internal Revenue Code, or to public school programs.

### PROCUREMENT METHOD:

The Youth and Family Services Division received an exemption through *NMSA 1978, 13-1-98 A.*

*“Procurement of items of tangible personal property or services by a state agency or a local public body (City of SF –municipality) from a state agency, a local public body (SFCC-educational institutions, school districts or local school boards/13-1-67 definition; local public body)*

**CONTRACT NUMBER:**

The FY25 Munis Contract number is 3250047

The contract expires June 30, 2025.

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** 256

**Munis Org Name/Number:** 2560122 (Children and Youth Fund)

**Munis Obj Name/Number:** 510400 (Grants and Services)

**ACTION REQUESTED:**

The Community Health and Safety Department and Youth and Family Services Division respectfully requests your review and approval.

**Signature:** *Maria Tucker*

**Email:** [metucker@santafenm.gov](mailto:metucker@santafenm.gov)

# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Santa Fe Public Schools

**Procurement/contract Title:** Summer Youth Program

**Procurement Method/Vehicle:**  Sole Source  State Price Agreement/Existing  Cooperative  Request For Proposals(RFP)  Invitation To Bid (ITB)  Exempt: 13-1-98 A  
 Small Purchase (Contract Under \$60,000)  Other: \_\_\_\_\_

**Requesting Department:** Community Health and Safety **Staff Name:** Julie Sanchez

**Procurement Requirements:**

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)**

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Written Determination (srvs)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Quote(s) (3 Valid &amp; Current for Over 20k)</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>RFP - Confidential info to be provided to GB by CPD Buyer</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>BAR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>ITB (include bid tab)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>FIR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Other: _____</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Certificate of Insurance (srvs)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Summary of Contract (only on contracts)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Current Santa Fe Business Registration (or Exemption if no tax)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Evaluation Committee Report (RFPs only)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>&gt;20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)</b>			

Julie Sanchez Youth and Family Services Division Director 7/26/2024  
 Department Point of Contact Title Date  
Maria Sanchez-Tucker \_\_\_\_\_  
 Department Director Date  
*Julie Sanchez* Jul 30, 2024  
 Chief Procurement Officer Date  
 \_\_\_\_\_  
 ITT Representative Title Date



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3250047 Procurement # (RFP/ITB# If any): \_\_\_\_\_

Contractor: Santa Fe Public Schools

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt  SWPA/Existing

Description/Title: \_\_\_\_\_

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: When Signed Term End Date: 6/30/ 2025 Total Contract Amount: \$100,000

Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease: Contract

1.b Amendment #: N/A to the Original Contract/Lease # \_\_\_\_\_

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

Extend Expiration Date to: \_\_\_\_\_

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

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

### 3. Procurement History: \_\_\_\_\_

*Justin Gonzales*

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

Comment & Exceptions: Approved exemption request on file.

### 4. Funding Source: 256 Org / Object: 2560122/510400

*Andy Hopkins*

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

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

### 5. Grant History (if applicable): \_\_\_\_\_

Grants Administrator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Contact who Completed This Form: Justin Gonzales Phone #: 505-955-6752

To be recorded by City Clerk: \_\_\_\_\_ Email: jmgonzales@santafenm.gov

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

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

ITT Representative (attesting that all information is reviewed)

Title

Date

# City of Santa Fe, New Mexico

# memo

**Date:** Thursday, May 9, 2024  
**To:** Travis Dutton-Leyda, Chief Procurement Officer  
**From:** Julie Sanchez, Youth and Family Services Division Director  
**Subject:** Exemption Determination Request, 13-1-98 (A)  
**Vendor:** Santa Fe Public Schools

Summer Programs with Santa Fe Public Schools.

*NMSA 1978, Section 13-1-98 A. "Procurement of items of tangible personal property or services by a state agency or a local public body (City of SF –municipality) from a state agency, a local public body (SFCC-educational institutions, school districts or local school boards/13-1-67 definition; local public body)*

**Amount:** \$100,000.00

**Term Starts:** June 30, 2025

**Approved Exemption**

  
6/18/24  
Travis Dutton-Leyda, Chief Procurement Officer

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [SANCHEZ, JULIE J.](#); [Purchasing DET](#)  
**Subject:** RE: Determination of Services: SFPS Summer Program Partnership  
**Date:** Thursday, May 9, 2024 5:14:18 PM

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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](mailto: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](mailto:ereview@santafenm.gov)
  - Vehicles – [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)
  - Grants - [mtbonifer@santafenm.gov](mailto:mtbonifer@santafenm.gov); [cmthompson@santafenm.gov](mailto:cmthompson@santafenm.gov)
  - Facilities, Furniture, Fixture, Equipment - [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)
- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](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](mailto:purchasing_det@santafenm.gov)
  - And all other requests to [purchasing@santafenm.gov](mailto: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](mailto:tkduttonleyda@santafenm.gov)

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

Internal Link: [https://intranet.santafenm.gov/finance\\_1](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

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**From:** SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>  
**Sent:** Thursday, May 9, 2024 4:53 PM  
**To:** Purchasing DET <purchasing\_det@santafenm.gov>  
**Subject:** Determination of Services: SFPS Summer Program Partnership

Good Afternoon,

The Youth and Family Services Division is seeking a determination on a summer program partnership with Santa Fe Public Schools. We will be using \$100,000 of unspent funding to support the initiative. We will also be pursuing a exemption.

#### Scope of Services

The contractor shall partner with various community organizations and offer high quality summer program opportunities to the youth of Santa Fe from May to August 2024 at school sites across the Santa Fe area. Special attention will be focused on activities that promote:

- a. Mental and physical wellness
- b. Physical activity
- c. Arts and culture
- d. Outdoor exploration
- e. Math and English literacy
- f. Social and Emotional Learning (SEL)
- g. Science, technology, engineering and math (STEM)

Thank you!

Best,  
Julie

Julie J. Sanchez  
Director, Youth and Family Services Division  
Community Health and Safety Department  
Office: (505) 955-6678 | Cell: (505) 570-7355 | Email: [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov)



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contents of this message, while possibly falling under the exceptions of the Inspection of Public Records ACT [NMSA Chapter 14, Article2] may be subject to inspection by the public.

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 **SANTA FE PUBLIC SCHOOLS**, 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 Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-98 A; and

**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. The contractor shall partner with various community organizations and offer quality summer program opportunities to the youth of Santa Fe from July to August 2024 and June 2025 at school sites across the Santa Fe area. Special attention will be focused on activities that promote:
  - a. Mental and physical wellness
  - b. Physical activity
  - c. Arts and culture
  - d. Outdoor exploration
  - e. Math and English literacy
  - f. Social and Emotional Learning (SEL)
  - g. Science, technology, engineering and math (STEM) Science, technology, engineering and math (STEM)
- B. The City agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”)

**2. Standard of Performance; Licenses**

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to summer programs for the City, as set forth in this Agreement. The Contractor represents that 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 one hundred thousand dollars (\$100,000) based upon budget for contracted services, such compensation not to exceed (\$100,000), excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). 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.

### 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).

## 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: [Youth and Family Services Division, PO Box 909, Santa Fe, NM 87504-0909].

To the Contractor: [Santa Fe Public Schools, 610 Alta Vista Street, Santa Fe, NM 87505].

**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 (Aug 5, 2024 21:04 MDT)

Hilario Chavez  
Hilario Chavez (Jul 25, 2024 09:55 MDT)

JOHN BLAIR,  
CITY MANAGER

HILARIO "LARRY" CHAVEZ,  
SUPERINTENDENT

DATE: Aug 5, 2024

DATE: Jul 25, 2024

CRS#: 01-505-914-0006

Registration #: EXEMPT

ATTEST:

[Signature]

GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

[Signature]

Jul 25, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: \_\_\_\_\_ FORM TITLE: : Notes

**Summary of New Mexico Tort Claims Act Section 41-4-19:**  
**Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.**  
**Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability**  
**Imposed by New Mexico Tort Claims Act [ NMSA 1975 §41-4-1 through 41-4-29]**  
**\$400,000 Bodily Injury Per Person**  
**\$200,000 Property Damage Per Property Address**  
**\$300,000 Medical**  
**\$750,000 Per Occurrence**  
**\$1,050,000 Combined Limit/Maximum Liability**











# SFPS Summer Program Packet


Final Audit Report

2024-08-06

Created:	2024-07-30
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABB0VE0HFICNIRnP-NnJPQ0XbncSWmzwM

## "SFPS Summer Program Packet" History


-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2024-07-30 - 8:42:33 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2024-07-30 - 8:45:36 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-07-30 - 9:22:09 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2024-07-30 - 9:22:26 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2024-07-30 - 9:22:29 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2024-07-30 - 9:31:23 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)  
Signature Date: 2024-07-30 - 9:41:53 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2024-07-30 - 9:41:56 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2024-08-01 - 11:51:41 PM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
Signature Date: 2024-08-01 - 11:54:21 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature


2024-08-01 - 11:54:23 PM GMT

 Email viewed by JOHN BLAIR (jwblair@santafenm.gov)

2024-08-06 - 3:03:15 AM GMT- IP address: 104.47.64.254

 Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair

2024-08-06 - 3:04:02 AM GMT- IP address: 63.232.20.2

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

Signature Date: 2024-08-06 - 3:04:04 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-08-06 - 3:04:04 AM GMT

**Signature:**   
XAVIER VIGIL (Aug 13, 2024 11:17 MDT)

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)



# 24-0500 Santa Fe Public Schools

Final Audit Report

2024-08-13

Created:	2024-08-13
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWk3s-viAlruiTu6BiF5tQQOvz09kgF_N

## "24-0500 Santa Fe Public Schools" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
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-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)  
Signature Date: 2024-08-13 - 5:17:32 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
2024-08-13 - 5:17:34 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
2024-08-13 - 5:28:01 PM GMT- IP address: 174.218.21.8
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
Signature Date: 2024-08-13 - 5:28:14 PM GMT - Time Source: server- IP address: 174.218.21.8
-  Agreement completed.  
2024-08-13 - 5:28:14 PM GMT