




**Date:** November 13, 2024

**To:** Randy Randall, Acting City Manager   
Randy Randall (Feb 6, 2025 10:25 MST)

**From:** Nina Nguyen, Asset Development Associate, Office of Economic Development   
NAN

**Via:** Johanna Nelson, Director, Office of Economic Development 

**Subject:** Contract Amendment No. 1 for Spacebase Ventures, Inc.

**Vendor Name:** Spacebase Ventures, Inc.

**Munis Vendor Number:** 9881

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#### ITEM AND ISSUE:

The Asset Development Department respectfully requests your approval of Amendment #1 to General Services Contract, Management and Lease Accounting System, for Spacebase Ventures, Inc.; the total amount not to exceed \$50,400.00 including tax, for implementation of and access to a lease management program; (Spacebase Ventures, Inc.); (Nina Nguyen, nanguyen@santafenm.gov, (505) 819-1870).

Contract history: City of Santa Fe General Services Contract Management and Lease Accounting System, Item #23-0423 was signed and made effective as of June 28, 2023.

Amendment number: 1

Reason for amendment: to add the Lease Payments Module to the original Lease Management System  
Attached is a single PDF containing the original contract and all amendments.

#### CONTRACT NUMBER:

The Original Munis contract number is 3204160.


#### BACKGROUND AND SUMMARY:

On June 28, 2023, The City of Santa Fe ("City") executed a contract with Spacebase Ventures, Inc. for implementation of and access to a lease management system. In May, 2024, it was determined that a Lease Payments Module was necessary in order to generate reports that are required by the City's Finance Department.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

On June 28, 2023, City Manager John Blair had signed the contract to implement Spacebase Lease Management Program.

**Chief Procurement Officer (CPO) / Designee:**  **Date:** Jan 27, 2025  
**CPO Comment/Exceptions:** NMSA 1978, Section 13-1-125 - 3 quotes

**FUNDING SOURCE:** Original contract PO 22400522; 1000220/530710: \$38,400.00, was completely liquidated in FY24.


1000220/530710	\$6,000.00
2122800/530710	\$6,000.00

**Budget Officer / Designee:** Andy Hopkins **Date:** Jan 17, 2025  
**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No  
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☐ No

**Approval:**  **Title:** Direct or, ITT **Date:** Jan 15, 2025  
**Comment/Exceptions:** \_\_\_\_\_

Vehicles included? ☐ Yes | ☐ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Comment/Exceptions:** \_\_\_\_\_

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Comment/Exceptions:** \_\_\_\_\_

Capital Asset\* or Project\*\* ☐ Yes | ☒ No

**Project Ledger #:** \_\_\_\_\_

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

(\*\*Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Comment/Exceptions:** \_\_\_\_\_

Is this a Grant Funded Purchase? ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Amendment #1

Original General Services Contract, Item #23-0423

Certificate of Insurance

Original Spacebase Packet w/Original Procurement

**CITY OF SANTA FE  
AMENDMENT#1 TO  
GENERAL SERVICES CONTRACT  
Management and Lease Accounting System**

This Amendment No. 1 (the "Amendment") amends the City of Santa Fe General Services Contract dated JUNE 28, 2023, Item #23-0423 (the "Contract") between the CITY OF SANTA FE, New Mexico ("City") and SPACEBASE VENTURES, Inc, ("Contractor") a California-based Corporation. 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 Contract, Contractor has agreed to provide the City a Management and Lease Accounting System.

B. Pursuant to Article 8 of the Contract, 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. SCOPE OF WORK: Article 2 of the Contract is amended to add the following as Section B to the Scope of Work:

B. The Contractor shall add the following work to Exhibit "A"

**Product:**

Lease Payments Module

**Services:**

Implementation project to onboard City Team  
Set up custom invoice report format  
Provide dedicated account manager  
Provide unlimited training sessions



2. COMPENSATION: Article 3, of the Contract is a deleted in its entirety and replaced with:

<b>Term</b>	<b>Subscription Fee</b>	<b>Default Licenses</b>	<b>Total Amount Due</b>
Two (2) years	\$1,600 per month	10 licenses	\$38,400.00
1 (1) year	\$1,000 per month		\$12,000.00

The total compensation under this Agreement shall not exceed \$50,400.00 (Fifty Thousand Four Hundred Dollars and Zero Cents) including New Mexico gross receipts tax.

PO 22400522 was issued to Spacebase in the amount of \$38,400.00 and was fully liquidated in FY24. . . .

3. CONTRACT IN FULL FORCE.

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

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

**CITY OF SANTA FE**

**SPACEBASE VENTURES, LLC**

  
Randy Randall (Feb 6, 2025 10:25 MST)  
RANDY RANDALL, ACTING CITY MANAGER

DATE: Feb 6, 2025

  
Matt Hudson (Aug 28, 2024 16:34 PDT)  
MATT HUDSON, VP PRODUCT

DATE: Aug 28, 2024

ATTEST:

  
ANDREA SALAZAR (Feb 6, 2025 15:27 MST)  
ANDRÉA SALAZAR, CITY CLERK XIV

APPROVED AS TO FORM:

  
Patricia Feghali (Aug 29, 2024 08:03 MDT)  
ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

  
EMILY K. OSTER, FINANCE DIRECTOR

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## Spacebase Order Form

<b>Customer:</b> City of Santa Fe	<b>Contact:</b> Terry Lease
<b>Product Description:</b> Spacebase will provision and deploy a lease payments module that the City of Santa Fe can use to create a custom invoice report, which would include all of the fields required by the City team to create invoices, including the Business License number and any other required custom lease fields, as well as import payment reports into Spacebase to reflect when a payment has been made. The Spacebase lease payments module will be deployed as an add-on to the City of Santa Fe's existing Spacebase account.	
<b>Subscription Fees:</b> \$1,000.00 per month	
<b>Term:</b> The term shall begin on the Order Form effective date and terminate upon the termination or expiration of the Agreement, unless terminated earlier in accordance with the Agreement.	
<b>Scope of Services:</b> Spacebase will set up an implementation project to onboard the City of Santa Fe team onto the Spacebase lease payments module. Spacebase will set up a custom invoice report format, and work with the City of Santa Fe team to develop, test, and deploy the report. The City of Santa Fe team will have a dedicated account manager as well as unlimited training sessions.	

This Order Form ("Order Form"), effective as of the date of last signature below, summarizes the service and deliverables pricing for the Spacebase Payments Module ("Project"), and incorporates the General Services Contract ("Agreement") as executed by the parties.

**CUSTOMER:**

City of Santa Fe

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROVIDER:**

Spacebase Ventures Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

Management and Lease Accounting System

THIS AGREEMENT is made and entered into by and between the **City of Santa Fe**, herein after referred to as the "City", and **Spacebase Ventures Inc.**, a company incorporated in California, herein after referred to as the "Contractor."

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

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

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

C. "You" and "your" refers to Spacebase Ventures, Inc.. "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 and further described in the attached Exhibit "A".

**Product:**

Management and Lease Accounting System

**Services:**

No-cost implementation;  
Account & user account set up and configuration;  
Account customization;  
Custom reporting, integrations, and lease fields;  
API access;  
Unlimited training sessions; and  
Dedicated account support.

3. **Compensation**

The City shall pay to the Contractor based upon fixed pricing as follows:

Term	Subscription Fee	Default Licenses	Total Amount Due
Two (2) years	\$1,600 per month	10 licenses	\$38,400.00

The total compensation under this Agreement shall not exceed \$38,400.00 (Thirty-Eight Thousand Four Hundred Dollars and Zero Cents) including New Mexico 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 two (2) years thereafter. 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.

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 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.

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:                      Office of Economic Development  
   Attn. Asset Development Manager  
   PO Box 909  
   Santa Fe, NM 87504-0909

To the Contractor:              Spacebase Ventures Inc.  
   2443 Fillmore St. #380-8456  
   San Francisco, CA 94115

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.

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:

CONTRACTOR:  
SPACEBASE VENTURES INC.:

John Blair  
John Blair (Jun 28, 2023 19:04 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Jun 28, 2023

Matt Hudson  
Matt Hudson (Apr 27, 2023 10:50 PDT)

NAME

VP, Product

TITLE

DATE: Apr 27, 2023

CRS #03621505008

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK *xiv*

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Apr 26, 2023 11:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

Emily K. Oster  
Emily K. Oster (Jun 16, 2023 23:26 MDT)

EMILY K. OSTER, FINANCE DIRECTOR

1000220/530710 AH  
ORG/OBJ <sup>AH</sup>





Spacebase Ventures Inc.  
2443 Fillmore St #380-8456 San  
Francisco, CA 94115

## Spacebase Quote

**Customer:** City of Santa Fe

**Contact:** Terry Lease

**Address:**  
500 Market Street, Suite 200  
Santa Fe, NM 87501

**Phone:** (505) 629-2206

**Email:** tjlease@santafenm.gov

**Product Description:**

Spacebase will provide a lease management and lease accounting system that the City of Santa Fe can use to digitize and centralize its lease portfolio data, manage financial and operational obligations, reference lease data and lease documentation, export required data and reports, and make proactive, data-driven decisions.

**Services:**

Spacebase will provide a no cost implementation project, account and user account set up and configuration, account customization, custom reporting, custom integrations, custom lease fields, API access, unlimited training sessions and dedicated account support.

**Pricing:**

Term	Subscription Fee	Default Licenses	Total Amount Due
Two (2) years	\$1,600 per month	10 licenses	\$38,400

Additional user licenses can be purchased for a monthly fee of \$150 per user license. In addition, Provider charges a \$300.00 one-time fee for each lease agreement that we abstract and summarize.

**Approved: 04/05/2023**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/06/2025

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 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> HUB INTERNATIONAL INS SVCS INC/PHS 72255611 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT</b> <b>NAME:</b>		
	<b>PHONE</b> (866) 467-8730 <b>(A/C, No, Ext):</b>	<b>FAX</b> <b>(A/C, No):</b>	
	<b>E-MAIL</b> <b>ADDRESS:</b>		
<b>INSURED</b> SPACEBASE VENTURES INC DBA SPACEBASE 2443 FILLMORE ST # 380-8456 SAN FRANCISCO CA 94115-1814	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
	<b>INSURER A :</b> Hartford Underwriters Insurance Company		30104
	<b>INSURER B :</b> Hartford Fire Insurance Company		19682
	<b>INSURER C :</b> Hartford Casualty Insurance Company		29424
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		72 SBA AX8FKR	11/22/2024	11/22/2025	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY			72 SBA AX8FKR	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE		72 SBA AX8FKR	11/22/2024	11/22/2025	EACH OCCURRENCE	\$1,000,000
	DED	RETENTION \$ 10,000	AGGREGATE				\$1,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	72 WEC AA9R6X	11/22/2024	11/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	FailSafe Technology Errors or Omissions Liability			72 SBA AX8FKR	11/22/2024	11/22/2025	Each Wrongful Act Aggregate Limit	\$1,000,000
							\$1,000,000	

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**City of Santa Fe  
500 MARKET ST  
SANTA FE NM 87501**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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# City of Santa Fe, New Mexico

## Memorandum



**DATE:** April 26, 2023

**TO:** John W. Blair, City Manager

**VIA:** Johanna Nelson, Director, Office of Economic Development JN

**FROM:** Terry Lease, Asset Development Manager, Office of Economic Development TL

**Re:** Approval of a Service Contract Between the City of Santa Fe and Spacebase Ventures Inc. To Provide a Lease Management and Accounting Application

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### ITEM AND ISSUE:

Request approval of a two-year service contract between the City of Santa Fe ("City") and Spacebase Ventures Inc. ("Spacebase") in the amount of \$38,400.00 for a lease management and lease accounting application; (Terry Lease, Asset Development Manager, tjlease@santafenm.gov, (505) 629-2206)

### BACKGROUND AND SUMMARY:

The City is the Lessor on approximately 80 lease agreements that are currently managed by the Economic Development Department, Asset Development Division, and at present the City does not have a lease management program to catalog and track all lease agreements. A report entitled "City of Santa Fe Leases Internal Audit" dated April 2020 recommended developing and implementing a lease repository and lease tracking software. In January 2023 the City's ITT Department performed an exhaustive study of Munis lease functionality and several lease management application providers. The business case was approved by ITT in January 2023 to acquire, 1) an additional Munis module and, 2) a third-party lease management application. Spacebase was the only lease management application provider that could fulfill the City's needs.

Spacebase will provide a lease management and lease accounting system that the City can use to digitize and centralize its lease portfolio data, manage financial and operational obligations, reference lease data and lease documentation, make proactive, data-driven decisions and export required data and reports to Munis. They will provide a no cost implementation project, account and user account set up and configuration, account customization, custom reporting, custom integrations, custom lease fields, API access, unlimited training sessions and dedicated account support.

### PROCUREMENT METHOD:

In October, 2022, the Asset Development Department reached out to four lease management programs. Two programs, EZLease and Visual Lease, do not have the necessary functions that the City needs for proper integration of the lease management program into the City's Munis accounting program. The third program, SpaceBase, has the proper integration functionality. The fourth program, LeaseQuery, costs more than Spacebase.

### FUNDING SOURCE:

The funding source is:

**Munis Org Name/Number:** General Government/1000220

**Munis Object Name/Number:** Software Subscriptions/530710

### ACTION REQUESTED:

The Office of Economic Development respectfully requests your review and approval.

**ATTACHMENTS:**

Spacebase Contract for Services

Spacebase Procurement Checklist

EZLease Response

VisualLease Response

LeaseQuery Contract - Rejected

Spacebase Summary of Contracts

ITT Approval Statement

Spacebase City of Santa Fe Business License

Spacebase Certificate of Insurance

Item# \_\_\_\_\_

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

Management and Lease Accounting System

THIS AGREEMENT is made and entered into by and between the **City of Santa Fe**, herein after referred to as the “City”, and **Spacebase Ventures Inc.**, a company incorporated in California, herein after referred to as the “Contractor.”

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

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

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

C. “You” and “your” refers to Spacebase Ventures, Inc.. “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 and further described in the attached Exhibit “A”.

**Product:**

Management and Lease Accounting System

**Services:**

No-cost implementation;  
Account & user account set up and configuration;  
Account customization;  
Custom reporting, integrations, and lease fields;  
API access;  
Unlimited training sessions; and  
Dedicated account support.

3. **Compensation**

The City shall pay to the Contractor based upon fixed pricing as follows:

<b>Term</b>	<b>Subscription Fee</b>	<b>Default Licenses</b>	<b>Total Amount Due</b>
Two (2) years	\$1,600 per month	10 licenses	\$38,400.00

The total compensation under this Agreement shall not exceed \$38,400.00 (Thirty-Eight Thousand Four Hundred Dollars and Zero Cents) including New Mexico 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 two (2) years thereafter. 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.

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 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.



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. **Impracticability 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:                      Office of Economic Development  
   Attn. Asset Development Manager  
   PO Box 909  
   Santa Fe, NM 87504-0909

To the Contractor:              Spacebase Ventures Inc.  
   2443 Fillmore St. #380-8456  
   San Francisco, CA 94115



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.

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:

CONTRACTOR:  
SPACEBASE VENTURES INC.:

\_\_\_\_\_  
JOHN BLAIR, CITY MANAGER

DATE: \_\_\_\_\_

Matt Hudson

Matt Hudson (Apr 27, 2023 10:50 PDT)

NAME

VP, Product

TITLE

DATE: Apr 27, 2023

CRS #03621505008

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 26, 2023 11:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

\_\_\_\_\_  
EMILY K. OSTER, FINANCE DIRECTOR

1000220/530710

ORG/OBJ



Spacebase Ventures Inc.  
2443 Fillmore St #380-8456 San  
Francisco, CA 94115

## Spacebase Quote

**Customer:** City of Santa Fe

**Contact:** Terry Lease

**Address:**  
500 Market Street, Suite 200  
Santa Fe, NM 87501

**Phone:** (505) 629-2206

**Email:** tjlease@santafenm.gov

**Product Description:**

Spacebase will provide a lease management and lease accounting system that the City of Santa Fe can use to digitize and centralize its lease portfolio data, manage financial and operational obligations, reference lease data and lease documentation, export required data and reports, and make proactive, data-driven decisions.

**Services:**

Spacebase will provide a no cost implementation project, account and user account set up and configuration, account customization, custom reporting, custom integrations, custom lease fields, API access, unlimited training sessions and dedicated account support.

**Pricing:**

Term	Subscription Fee	Default Licenses	Total Amount Due
Two (2) years	\$1,600 per month	10 licenses	\$38,400

Additional user licenses can be purchased for a monthly fee of \$150 per user license. In addition, Provider charges a \$300.00 one-time fee for each lease agreement that we abstract and summarize.

**Approved: 04/05/2023**



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Spacebase Ventures Inc.

Procurement Title: General Services Contract with Spacebase Ventures Inc.

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

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

Department Requesting Economic Development Staff Name Terry Lease

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Terry Lease, Asset Development Manager, Office of Economic Development, April 26, 2023

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

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.

**REJECTED: 10/17/2022**

**SISNEROS, NINA A.**

---

**From:** SISNEROS, NINA A.  
**Sent:** Tuesday, April 25, 2023 9:24 AM  
**To:** SISNEROS, NINA A.  
**Subject:** FW: EZLease: Introduction and new poc

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**From:** LEASE, TERRY J. <tjlease@santafenm.gov>  
**Sent:** Monday, October 17, 2022 3:29 PM  
**To:** SISNEROS, NINA A. <nasisneros@santafenm.gov>  
**Subject:** RE: EZLease: Introduction and new poc

Yes, deal breaker. OK to copy in Faustino on the replies. Thanks

*Terry Lease*

Asset Development Manager  
Office of Economic Development  
500 Market Street, Suite 200  
Santa Fe, NM 87501  
Mobile (505) 629-2206



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**From:** SISNEROS, NINA A. <[nasisneros@santafenm.gov](mailto:nasisneros@santafenm.gov)>  
**Sent:** Monday, October 17, 2022 3:23 PM  
**To:** LEASE, TERRY J. <[tjlease@santafenm.gov](mailto:tjlease@santafenm.gov)>  
**Subject:** FW: EZLease: Introduction and new poc

FYI

*Nina Sisneros*

Asset Development Associate  
Office of Economic Development  
500 Market Street, Suite 200  
Santa Fe, NM 87501  
Office (505) 955-6251



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**From:** Derek Brown <[dbrown@ezlease.com](mailto:dbrown@ezlease.com)>  
**Sent:** Monday, October 17, 2022 3:12 PM

To: SISNEROS, NINA A. <[nasisneros@santafenm.gov](mailto:nasisneros@santafenm.gov)>

Subject: EZLease: Introduction and new poc

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Nina,

This is Derek from EZLease. I had your email below forwarded to me earlier, and I wanted to reach out to introduce myself. Tyler has moved on to another role, and I will be your rep of contact moving forward.

Regarding your questions, EZLease doesn't currently feature direct API integration. It is something that is on the roadmap for us for roughly 12-18 months out.

Is that a dealbreaker for the City of Santa Fe?

Would love to connect to discuss this week. I will be out of office and travelling but will be available Friday to talk. Let me know if any of the availabilities below will work for your schedule, and if not, let me know what might work best for you.

Select the best time for the event:

**Derek from EZLease**

Times displayed for America/Los\_Angeles

Friday, October 21, 2022


[View times in the web browser window.](#)

Best,

-----

*Good afternoon, Tyler:*

*I am following up on Terry Lease's interest in your program.*

*We have several questions for you regarding the capabilities of your Lease Management Program.*

1. *Can you build/provide an API and how much would that cost?*
2. *What kind of API do you provide? Is it REST or SOAP?*
3. *How long after you receive our business requirements would it take to develop the API?*
4. *Can you utilize the GSA as a procurement vehicle?*
5. *Do you have any statewide price agreements?*

*We appreciate all of your assistance and look forward to receiving your answers.*

*Best regards,*

-----

**Derek Brown** | Account Executive

Email: [dbrown@ezlease.com](mailto:dbrown@ezlease.com)

Office: (704) 207-0705

Mobile: (678) 908-6965



■

**REJECTED 02/06/2023**

**SISNEROS, NINA A.**

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**From:** Kevin Comer <kcomer@visuallease.com>  
**Sent:** Monday, February 6, 2023 2:19 PM  
**To:** SISNEROS, NINA A.  
**Cc:** LEASE, TERRY J.; CONTRERAS, FAUSTINO R.  
**Subject:** RE: Visual Lease / API

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nina,

There seems to be confusion as to what would need to happen to have Munis integrate with VL. The Integrations Hub has capabilities to integrate with Munis through a Managed File Transfer (Flatfile) or through an API. A programmer/developer on your side is needed in either instance in order to facilitate this integration but this normal for any type of integration of software.

I would recommend we have a conversation with you and your IT team so we can talk through this together. Please let me know your availability.



Kevin Comer | Director of Account Management  
Visual Lease (646)745-6132

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**From:** SISNEROS, NINA A. <nasisneros@santafenm.gov>  
**Sent:** Friday, February 3, 2023 9:37 AM  
**To:** Kevin Comer <kcomer@visuallease.com>  
**Cc:** LEASE, TERRY J. <tjlease@santafenm.gov>; CONTRERAS, FAUSTINO R. <frcontreras@santafenm.gov>  
**Subject:** RE: Visual Lease / API

Good morning, Kevin:

We are trying to integrate a lease management program with Tyler MUNIS. Does your program have that capability?

Thank you,

*Nina Sisneros*  
**Asset Development Associate**  
**Office of Economic Development**  
**500 Market Street, Suite 200**  
**Santa Fe, NM 87501**  
**Cell (505) 819-1870**  
**Office (505) 955-6251**



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**From:** Kevin Comer <[kcomer@visuallease.com](mailto:kcomer@visuallease.com)>  
**Sent:** Thursday, February 2, 2023 7:48 PM  
**To:** SISNEROS, NINA A. <[nasisneros@santafenm.gov](mailto:nasisneros@santafenm.gov)>  
**Cc:** LEASE, TERRY J. <[tjlease@santafenm.gov](mailto:tjlease@santafenm.gov)>; CONTRERAS, FAUSTINO R. <[frcontreras@santafenm.gov](mailto:frcontreras@santafenm.gov)>  
**Subject:** RE: Visual Lease / API

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nina,  
Thank you for your e-mail. Can you provide some additional clarification as to which application are you seeking to have Visual Lease integrate with?

Appreciate your help.



Kevin Comer | Director of Account Management  
Visual Lease (646)745-6132

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**From:** SISNEROS, NINA A. <[nasisneros@santafenm.gov](mailto:nasisneros@santafenm.gov)>  
**Sent:** Thursday, February 2, 2023 6:29 PM  
**To:** Kevin Comer <[kcomer@visuallease.com](mailto:kcomer@visuallease.com)>  
**Cc:** LEASE, TERRY J. <[tjlease@santafenm.gov](mailto:tjlease@santafenm.gov)>; CONTRERAS, FAUSTINO R. <[frcontreras@santafenm.gov](mailto:frcontreras@santafenm.gov)>  
**Subject:** FW: Visual Lease / API

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**From:** LEASE, TERRY J. <[tjlease@santafenm.gov](mailto:tjlease@santafenm.gov)>  
**Sent:** Thursday, February 2, 2023 3:39 PM  
**To:** [rmullins@visuallease.com](mailto:rmullins@visuallease.com)  
**Cc:** Ryan Mullins <[rmullins@visuallease.com](mailto:rmullins@visuallease.com)>; SISNEROS, NINA A. <[nasisneros@santafenm.gov](mailto:nasisneros@santafenm.gov)>; CONTRERAS, FAUSTINO R. <[frcontreras@santafenm.gov](mailto:frcontreras@santafenm.gov)>  
**Subject:** Visual Lease / API

Kevin,  
Below is our understanding of the API and VL:  
“VL told us that we would have to hire somebody to build an API since they don’t have one. I believe that they are planning on building one in the next couple of years, but it would not be soon enough for our needs.”

*Terry Lease*

Asset Development Manager  
Office of Economic Development  
500 Market Street, Suite 200  
Santa Fe, NM 87501  
Mobile (505) 629-2206



Date	10/22/2022
Sales Order #	Q-12010
Expiration Date	11/24/2022

## LeaseQuery, LLC

3 Ravinia Drive NE  
Suite P7  
Atlanta, GA 30346  
(800) 880-7270  
LeaseQuery.com

## Client

Santa Fe, NM  
500 Market Street Suite 200  
Santa Fe, New Mexico 87501  
Attention: Terry Lease  
505-629-2206  
tjlease@santafenm.gov

## Key Subscription Terms

Initial Term (commencing on the date last signed below) 12 months

### PRODUCTS

Subscription for LeaseQuery Advanced, up to 350 Records  
(annual amount shown) (\$4.2 per additional Record, monthly)

Organizational database structure setup

Bulk migration service, up to the number of Records covered  
by the initial subscription (\$10 per additional Record)

### AMOUNT PAYABLE

\$17,640 Annual amounts payable in advance for full  
applicable term. Additional per-Record fee  
payable in advance for full remaining term

\$3,000 Upon execution of this Sales Order

\$1,000 Upon execution of this Sales Order.  
Additional per-Record fee invoiced monthly  
in arrears

### Notes:

- Contract analysis and Record entry services may be provided on an as needed and as requested basis for \$250 per Record, invoiced monthly in arrears.

## Terms and Conditions

As of the date last signed below, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the LeaseQuery Subscription Agreement at [https://leasequery.com/subscription\\_terms\\_and\\_conditions.pdf](https://leasequery.com/subscription_terms_and_conditions.pdf), unless the parties have executed a separate contract (including a subscription agreement and, if applicable, a Statement of Work) containing terms and conditions that govern this Sales Order (in either case, the "Terms"). This Sales Order supersedes any and all prior Sales Orders and Change Orders governing the subject matter hereof. Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Terms.



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # \_\_\_\_\_

Contractor: Spacebase Ventures Inc.

Description: Service Contract Between the City of Santa Fe and Spacebase Ventures Inc.

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: \_\_\_\_\_ Term End Date: \_\_\_\_\_

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

### **Contract / Lease:** Contract

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)

In October 2022, the Asset Development Department reached out to four lease management programs. 2 programs did not have the necessary functions that the City needs for proper integration of the lease management program in the City's Munis program, the third program has proper integration functionality, and the fourth program was more expensive.

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

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

\_\_\_\_\_  
Date:

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

#### 4. **Funding Source:** \_\_\_\_\_ **Org / Object:** 1000220/530710

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

\_\_\_\_\_  
Date:

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

**Staff Contact who completed this form:** Terry Lease, Asset Dev. Manager **Phone #** (505) 629-2206

**Email:** tjlease@santafenm.gov

### **To be recorded by City Clerk:**

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

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

ITT Representative (attesting that all information is reviewed)

Title

Date

## SISNEROS, NINA A.

---

**From:** LEASE, TERRY J.  
**Sent:** Tuesday, April 25, 2023 11:49 AM  
**To:** CONTRERAS, FAUSTINO R.  
**Cc:** NELSON, JOHANNA C.; SISNEROS, NINA A.  
**Subject:** RE: Contract Administrator for ED?

Perfect Faustino, Thank you.

Nina,  
We just need to move ahead and get the POs. Thanks

*Terry Lease*

Asset Development Manager  
Office of Economic Development  
500 Market Street, Suite 200  
Santa Fe, NM 87501  
Mobile (505) 629-2206



---

**From:** CONTRERAS, FAUSTINO R. <frcontreras@santafenm.gov>  
**Sent:** Tuesday, April 25, 2023 11:38 AM  
**To:** LEASE, TERRY J. <tjlease@santafenm.gov>  
**Subject:** RE: Contract Administrator for ED?

Terry,  
Yes sir. ITT approved the Business case back in January.  
Spacebase knows all about our wanting to hire them.  
They said they can use the City contract.  
Thanks  
Faustino

---

**From:** LEASE, TERRY J. <tjlease@santafenm.gov>  
**Sent:** Tuesday, April 25, 2023 11:31 AM  
**To:** CONTRERAS, FAUSTINO R. <frcontreras@santafenm.gov>; SISNEROS, NINA A. <nasisneros@santafenm.gov>  
**Cc:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>  
**Subject:** RE: Contract Administrator for ED?

Good morning Faustino,  
We wanted to confirm that ITT has approved moving forward with the Space Base lease management program. Correct?

Was there a discussion with Space Base about using the City's agreement? If not, I will confirm with them.  
Thanks

## *Terry Lease*

Asset Development Manager  
Office of Economic Development  
500 Market Street, Suite 200  
Santa Fe, NM 87501  
Mobile (505) 629-2206



---

**From:** CONTRERAS, FAUSTINO R. <[frcontreras@santafenm.gov](mailto:frcontreras@santafenm.gov)>  
**Sent:** Wednesday, April 5, 2023 9:35 AM  
**To:** SISNEROS, NINA A. <[nasisneros@santafenm.gov](mailto:nasisneros@santafenm.gov)>  
**Cc:** LEASE, TERRY J. <[tjlease@santafenm.gov](mailto:tjlease@santafenm.gov)>  
**Subject:** FW: Contract Administrator for ED?

Nina,  
David Tapia is our IT Contracts Administrator has provided the direction and templates.

Please let me know if you have any questions.

Thanks  
Faustino

---

**From:** TAPIA, DAVID C. <[dctapia2@santafenm.gov](mailto:dctapia2@santafenm.gov)>  
**Sent:** Wednesday, March 1, 2023 2:13 PM  
**To:** CONTRERAS, FAUSTINO R. <[frcontreras@santafenm.gov](mailto:frcontreras@santafenm.gov)>  
**Subject:** RE: Contract Administrator for ED?

Hi Faustino,

If the quotes are under 60k they can just use the three quotes as the procurement vehicle and request a PO. If they are over 60K, once the best most cost-effective vendor has been established, they will draft a general services agreement and go through legal for review. Once legal approves the vendor will then have their legal review. When both legal entities have signed the packet will be put together with the attached documentation and will need to include the three quotes, City of SF Business License, Certificate of Insurance, and a statement of why the vendor was selected.

If over 200K will have to go before two committees and the Governing Body.

Under 200k can be approved by the City Manager.

*David C. Tapia*  
ITT Procurement Coordinator  
[dctapia@santafenm.gov](mailto:dctapia@santafenm.gov)  
505-955-5523

---

**From:** CONTRERAS, FAUSTINO R. <[frcontreras@santafenm.gov](mailto:frcontreras@santafenm.gov)>  
**Sent:** Wednesday, March 1, 2023 11:49 AM  
**To:** TAPIA, DAVID C. <[dctapia2@santafenm.gov](mailto:dctapia2@santafenm.gov)>  
**Subject:** FW: Contract Administrator for ED?

Johanna is offering to assist so I thought with a little help they could do all the work.

---

**From:** NELSON, JOHANNA C. <[jcnelson@santafenm.gov](mailto:jcnelson@santafenm.gov)>  
**Sent:** Tuesday, February 28, 2023 1:40 PM  
**To:** SISNEROS, NINA A. <[nasisneros@santafenm.gov](mailto:nasisneros@santafenm.gov)>  
**Cc:** LEASE, TERRY J. <[tjlease@santafenm.gov](mailto:tjlease@santafenm.gov)>; CONTRERAS, FAUSTINO R. <[frcontreras@santafenm.gov](mailto:frcontreras@santafenm.gov)>  
**Subject:** RE: Contract Administrator for ED?

Hi team-

We do not have a specific contract administrator for OED. We handle our contracts respectively within the team. Is that acceptable for this purpose?

Re: the packet compilation and the highlighted, is that for presenting to committees? Would be more than happy to help out (and learn as we go).

---

**From:** SISNEROS, NINA A. <[nasisneros@santafenm.gov](mailto:nasisneros@santafenm.gov)>  
**Sent:** Tuesday, February 28, 2023 11:25 AM  
**To:** NELSON, JOHANNA C. <[jcnelson@santafenm.gov](mailto:jcnelson@santafenm.gov)>  
**Cc:** LEASE, TERRY J. <[tjlease@santafenm.gov](mailto:tjlease@santafenm.gov)>; CONTRERAS, FAUSTINO R. <[frcontreras@santafenm.gov](mailto:frcontreras@santafenm.gov)>  
**Subject:** Contract Administrator for ED?

Good morning, Johanna:

Faustino is asking if we have a contract administrator for Economic Development?

We need to put the packet together for the Lease Management company and I need to know if we have somebody who can help us.

Thank you,

*Nina Sisneros*  
Asset Development Associate  
Office of Economic Development  
500 Market Street, Suite 200  
Santa Fe, NM 87501  
Cell: (505) 819-1870  
Office (505) 955-6251



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

## BUSINESS REGISTRATION

**Business Name:** SPACEBASE VENTURES INC.

**Business Location:** 10 E YANONALI ST #41  
SANTA BARBARA, CA 93101

**Owner:** SPACEBASE VENTURES INC.

**License Number:** 235109

**Issued Date:** May 04, 2023

**Expiration Date:** May 04, 2024

**CRS Number:** 03621505008

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

SPACEBASE VENTURES INC.  
10 E YANONALI ST #41  
SANTA BARBARA, CA 93101

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**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2023

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 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> HUB INTERNATIONAL INS SVCS INC/PHS 72255611 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (866) 467-8730 <b>FAX</b> (A/C, No, Ext): (A/C, No): <b>E-MAIL</b> <b>ADDRESS:</b>																					
<b>INSURED</b> SPACEBASE VENTURES LLC DBA SPACEBASE 2443 FILLMORE ST # 380-8456 SAN FRANCISCO CA 94115-1814	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Sentinel Insurance Company Ltd.</td><td>11000</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Sentinel Insurance Company Ltd.	11000	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
A	<div> <div>COMMERCIAL GENERAL LIABILITY</div> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div> <input checked="" type="checkbox"/> General Liability </div> </div>	X		72 SBA BK0505	11/22/2022	11/22/2023	EACH OCCURRENCE \$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
							GENERAL AGGREGATE \$4,000,000
	<div> <div>GEN'L AGGREGATE LIMIT APPLIES PER:</div> <div> <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC </div> <div>OTHER:</div> </div>						PRODUCTS - COMP/OP AGG \$4,000,000
A	<div> <div>AUTOMOBILE LIABILITY</div> <div> <div>ANY AUTO</div> <div> <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS </div> <div> <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS </div> </div> </div>			72 SBA BK0505	11/22/2022	11/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
A	<div> <div>UMBRELLA LIAB EXCESS LIAB</div> <div> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE </div> </div>			72 SBA BK0505	11/22/2022	11/22/2023	EACH OCCURRENCE \$1,000,000
							AGGREGATE \$1,000,000
	<div> <div>DED</div> <div> <input checked="" type="checkbox"/> RETENTION \$ 10,000 </div> </div>						
A	<div> <div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div> <div> <div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div> <div> <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A </div> <div>If yes, describe under DESCRIPTION OF OPERATIONS below</div> </div> </div>			72 SBA BK0505	11/22/2022	11/22/2023	<div> <div>PER STATUTE</div> <div>OTH-ER</div> </div>
							E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	<div> <div>FAILSAFE TECHNOLOGY E OR O</div> </div>			72 SBA BK0505	11/22/2022	11/22/2023	<div> <div>Each Glitch</div> <div>Aggregate</div> </div>

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

## CERTIFICATE HOLDER

CITY OF SANTA FE  
500 MARKET ST  
SANTA FE NM 87501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

May 3, 2023

CITY OF SANTA FE  
500 MARKET ST  
SANTA FE NM 87501

#### Account Information:

Policy Holder Details :	SPACEBASE VENTURES LLC DBA SPACEBASE
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#### Contact Us

##### Need Help?

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# City of Santa Fe, New Mexico

## memo

DATE: May 11, 2023

TO: Andy Hopkins, Budget Officer

FROM: Loretta S. Olguin, Business Operations Manager *LSO*

RE: Budget Adjustment Request

This is a request to transfer \$14,000 from Economic Development Department 2122800-510400 (Grants and Services) to Asset Management (General Fund 1000220-530710 (Software Subscriptions).

This BAR is to help cover the cost of the Spacebase Software which will be used to manage all City leases.

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

## City of Santa Fe, New Mexico

### BUDGET AMENDMENT RESOLUTION (BAR)

<b>DEPARTMENT / DIVISION NAME</b> Community Development Department / Economic Development Division	<b>DATE</b> 4/27/2023
---	--------------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Asset Management - Software Subscriptions	1000220	530710		14,000	
Econ Dev Operations - Grants and Services	2122800	510400			(14,000)
Operating Transfer to Asset Management (General Fund)	2122800	750100		14,000	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
Operating Transfer from EDD Fund	1000001	650212		(14,000)	

<b>JUSTIFICATION:</b> (use additional page if needed) --Attach supporting documentation/memo	\$ 14,000	\$ (14,000)
---	-----------	-------------

This BAR is to transfer funds from 2122800 - 510400 Econ Dev Operations Grants & Services to 1000220 - 530710 to	{Complete section below if BAR results in a net change to ANY Fund}	
cover the cost of the Spacebase Software for Asset Management.	Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:		0

Loretta S. Olguin Prepared By {print name}	5/11/2023 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<u>Andy Hopkins</u> Andy Hopkins (May 18, 2023 12:10 MDT)	May 18, 2023 Date
<u>Johanna Nelson</u> Division Director Signature {optional}	May 14, 2023 Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer	
<u>Richard Brown</u> Department Director Signature	May 15, 2023 Date	City Council Approval Date	<u>Emily K. Oster</u> Emily K. Oster (May 22, 2023 12:35 MDT)	May 22, 2023 Date
		Agenda Item #:	<u>John Blair</u> John Blair (May 22, 2023 15:49 MDT)	May 22, 2023 Date
			Finance Director {≤ \$5,000}	
			City Manager {≤ \$60,000}	











# BAR packet \$14,000 Fund for Spacebase Software

Final Audit Report

2023-05-22

Created:	2023-05-15
By:	Loretta Olguin (loluquin@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACPR5ZXgyEc7ErS54cl4bMuscrRz1d5Du

## "BAR packet \$14,000 Fund for Spacebase Software" History

-  Document created by Loretta Olguin (loluquin@ci.santa-fe.nm.us)  
2023-05-15 - 7:15:39 PM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature  
2023-05-15 - 7:17:45 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)  
2023-05-18 - 6:09:32 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)  
Signature Date: 2023-05-18 - 6:10:40 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-05-18 - 6:10:41 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-05-20 - 1:10:40 PM GMT- IP address: 174.240.16.54
-  Email viewed by ekoster@santafenm.gov  
2023-05-21 - 1:24:59 PM GMT- IP address: 174.240.16.201
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-05-22 - 6:35:45 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-05-22 - 6:35:47 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to jwblair@santafenm.gov for signature  
2023-05-22 - 6:35:48 PM GMT



Email viewed by jwblair@santafenm.gov

2023-05-22 - 9:49:02 PM GMT- IP address: 104.47.65.254



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

2023-05-22 - 9:49:22 PM GMT- IP address: 63.232.20.2



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

Signature Date: 2023-05-22 - 9:49:24 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2023-05-22 - 9:49:24 PM GMT


# 25-0047 Spacebase Ventures, Inc.

Final Audit Report

2025-02-07

Created:	2025-02-07
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASbF5pTGTcEXH94uQKG3tSjaVwqFKxz1

## "25-0047 Spacebase Ventures, Inc." History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2025-02-07 - 10:06:20 PM GMT- IP address: 63.232.20.2
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature  
2025-02-07 - 10:10:59 PM GMT
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)  
2025-02-07 - 10:26:57 PM GMT- IP address: 174.240.16.154
-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)  
Signature Date: 2025-02-07 - 10:27:18 PM GMT - Time Source: server- IP address: 174.240.16.154
-  Agreement completed.  
2025-02-07 - 10:27:18 PM GMT