



The Purchasing Memo

Date: May 30, 2025

To: Governing Body and Finance Committee

From: Henri Hammond-Paul, Director, Community Health and Safety Department *HH-P*

Subject: Emergency Shelter Management Contract

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Community Health and Safety Department respectfully requests your review and approval of a service contract in the total amount of \$1,498,303 shelter management services for a term of 12 months with Urban Alchemy.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250623.

BACKGROUND AND SUMMARY:

The City of Santa Fe ("City") is procuring an operator for a low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 12-month contract is intended to stabilize operations while the City evaluates the long-term viability and use of the current facility. The contractor will ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: *Andy Hopkins* **Date:** 05/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).
- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over \$3.4M in public cost over two and a half years.
- Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and \$1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

Chief Procurement Officer (CPO)/Designee: Emily K. Oster **Date:** 05/30/2025

CPO Comment/Exceptions: Finance Director signed on behalf of CPO, CPO OOO

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Emergency Determination

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

**City of Santa Fe
Emergency Determination Form**



The emergency procurement method may only be used as described in NMSA 1978, § 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Community Health and Safety, City of Santa Fe

Department Director: **Henri Hammond-Paul**

Department Contact: **Julie Sanchez**

Department Telephone Number: **505-955-6678**

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. Name of Contractor: Urban Alchemy

Address of Contractor: 255 Golden Gate Ave. San Francisco, CA 94102

Amount of prospective contract: \$1.5 Million

Term of prospective contract: 14 Months

Location of Services:

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

The City of Santa Fe (“City”) is procuring an operator for a low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 14-month contract is intended to stabilize operations while the City evaluates the long-term viability and use of the current facility. The contractor will ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

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

- A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter).
- B. Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.
- C. Ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.

D. Facility and Operations Requirements

- a) Staff the shelter 24 hours a day, 7 days a week, and provide at least two meals per day, onsite.
- b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
- c) Recruit locally based employees.
- d) Do not recruit staff from other service agencies located in Santa Fe, NM.
- e) Allow guests to remain onsite during the day, with access to meals, restrooms, and hygiene services.
- f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT.
- g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.
- h) Maintain a secure storage system for guests’ personal items, medications, and bicycles.
- i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.
- j) Provide Low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:
 - Income
 - Criminal history background

- Outside use of drugs/alcohol
 - Need to have support animals in shelter
- k) Practice Harm Reduction
- Use Harm Reduction activities and services with participants engaged in substance use, including by not testing for drugs and alcohol.
 - Prohibit smoking in all physical structures and designate restricted areas.
- l) Use Crisis Intervention and De-Escalation
- Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.
- m) Follow Housing First
- Provide housing case-management to all staying in shelter
 - Emphasize strategies for appropriate diversion from shelter
- n) Participate in Cold Weather Emergency Services (Code Blue)
- Participate in planning for adverse weather services and assist in developing systems that best meet the needs of those experiencing homelessness during adverse weather.
 - Support Code Blue activities as requested by the City's Community Health and Safety Department (CHS).

E. Data, Coordination, and Accountability

During the initial 2-months, hold bi-weekly meetings with CHS representatives to review operations, performance, spending, and discuss questions contractor staff or CHS may have. After the initial 2-months, participate in additional meetings scheduled by the City on an as-needed basis. Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in quarterly reports:

Quarterly reports must include the following:

- Average occupancy rate
- Number of guests connected to identified services
- Guest and facility incident reports and responses
- Guest and neighbor feedback (anecdotal or survey-based)
- Bed utilization (target: >85%)

- Percent of guests connected to the Coordinated Entry System (CES), a system for prioritizing people experiencing homelessness based on their vulnerability, measured by a VI-SPDAT assessment in order to quickly and effectively provide assistance; or case management that assist with the planning, facilitation, and coordination of resources and services, promoting your and your family's safety, quality of life, and overall wellbeing.
- Percent of guests who exit to permanent housing
- Safety and cleanliness indicators
- Basic guest intake data (demographics, personal identifier) and track shelter utilization.
- Number of guests enrolled into the Homeless Management Information System (HMIS) and CONNECT when possible.

F. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish a public-facing complaint and response protocol for neighborhood concerns.
- Make all non-capital repairs and ongoing maintenance necessary to ensure Shelter structural integrity and function and safe and functional operations. This responsibility includes, but is not limited to servicing the HVAC, repairing plumbing, keeping up of life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and basic building systems.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
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- Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and \$1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

This emergency procurement is limited to a 14-month term to allow for immediate stabilization while the City conducts a feasibility review of the site and develops a long-term plan for shelter operations.

During the emergency term, the City will:

- Conduct an evaluation of whether 2801 Cerrillos Road is an appropriate long-term shelter location
- Explore alternative locations or potential redevelopment opportunities for community-serving uses
- Develop and issue a competitive procurement (or use a cooperative agreement) for a permanent shelter operator during the emergency contract period

These steps are intended to ensure accountability, improve long-term outcomes, and prevent future reliance on emergency procurement under similar circumstances.

The Community Health and Safety Department will coordinate a feasibility study regarding transitioning the shelter from its current location into an area that can better serve its needs and mitigate impacts to surrounding areas. The City will either release an RFP for a new permanent operator or procure services using another non-emergency method, such as cooperative agreement or an existing contract.

VI. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.

The Community Health and Safety Department is taking several steps to reduce reliance on emergency procurement moving forward. These include:

- Building formalized contingency plans for shelter operations and emergency protocols for operator transitions.

- Increasing interdepartmental coordination and data-sharing to monitor public safety and public health indicators in real time.

These strategies aim to improve operational resilience and ensure that future service transitions can be handled through standard procurement methods with minimal disruption.

Certified by:

Emily K. Oster on behalf of 05/30/2025
City Chief Procurement Officer, Travis Dutton-Leyda **Date**

City Approval by:

Henri Hammond-Paul 05/30/2025
Department Director, Henri Hammond-Paul **Date**

Erin McSherry 05/30/2025
Erin McSherry (May 30, 2025 13:27 MDT)
City Attorney, Erin McSherry **Date**

Mark Scott 05/30/2025
Mark Scott (May 30, 2025 14:15 MDT)
City Manager, Mark Scott **Date**

Emily K. Oster 05/30/2025
Finance Director, Emily Oster **Date**

Note: All emergencies must be posted to the SPD website:

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>

and the City of Santa Fe's website:

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











Emergency_Determination_Emergency Shelter Services_05.22.25 FINAL

Final Audit Report

2025-05-30

Created:	2025-05-30
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHC18o8lxXIPNSzpJvfWcqCqLmLkP6eW

"Emergency_Determination_Emergency Shelter Services_05.22.25 FINAL" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2025-05-30 - 5:48:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
2025-05-30 - 5:52:17 PM GMT
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-05-30 - 5:52:17 PM GMT
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
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✔ Agreement completed.

2025-05-30 - 7:27:29 PM GMT



May 23, 2025

Henri M. Hammond-Paul
Director, Community Health and Safety
119 E. Marcy Street, Suite 101
Santa Fe, New Mexico 87501
Hmhammondpaul@santafenm.gov


RE: City of Santa Fe and Urban Alchemy Professional Services Agreement

Dear Mr. Hammond-Paul;

By my signature below, on behalf of Urban Alchemy (“UA” or the “Organization”), I hereby represent and warrant the following with respect to the services as described in the agreement between UA and the City of Sante Fe (the “City”) dated on or about May 23, 2025 (the “Agreement”):

1. Organization is duly authorized and registered to do business in the place of performance;
2. Organization is ready, available, capable of and has experience carrying out the services as described in the Agreement (the “Services”);
3. Organization agrees to perform and carry out the Services and its responsibilities, obligations, and duties as described in the Agreement in a workmanlike and professional manner in accordance with all applicable standards of the industry;
4. Organization has no known obligation to any third-party which may in any way limit or restrict its ability to perform Services;
5. Organization will faithfully and diligently render the Services pursuant to applicable professional and ethical standards, in accordance with applicable standards of care, and to furnish Services in accordance with applicable laws, the Agreement, City policies and procedures, and additional requirements as reasonably requested by the City.

I the undersigned hereby certify that I am an authorized signatory of Urban Alchemy and am attesting to the representations and warranties contained herein.

DocuSigned by:

1DAE637009A2493
Dr. Lena Miller, Co-Founder and CEO

Date: 05/23/2025

Assumptions:

Gross Up Rate 8.0%
Fringe Rate 35.0%

Sante Fe							
	Count	Shifts	Days per Week	Hours	FTE	Rate	Cost
Supervisors:							
Supervisors - Swing	1	1	7	3,145	1.51	\$ 28.00	\$ 88,058.9
Supervisors - Night	1	1	7	3,145	1.51	\$ 29.00	\$ 91,203.8
Practitioners:							
Swing	3	1	7	9,435	4.54	\$ 18.00	\$ 169,827.8
Night	3	1	7	9,435	4.54	\$ 19.00	\$ 179,262.7
Food Practitioners	1	1	7	3,145	1.51	\$ 18.00	\$ 56,609.3
Exempt Staff:							
Shelter Program Director					1.00	\$ 36.06	\$ 75,000.0
Shared Staff:							
Trainer					0.02	\$ 36.06	\$ 1,500.0
Data & Compliance Coordinator					0.02	\$ 33.65	\$ 1,400.0
Data and Compliance Manager					0.02	\$ 40.87	\$ 1,700.0
IT Support					0.02	\$ 33.65	\$ 1,400.0
Total Salary					14.69	\$	665,962.56

Total Salary	\$ 665,963
Fringe Rate	35%
Total Fringe	\$ 233,087
Total Personnel	\$ 899,049
Total Opex	\$ 403,823
Total Indirect	\$ 195,431
Total Expenditures	\$ 1,498,303

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-127 (emergency procurement); and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

- A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter).
- B. Stabilize Shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.
- C. Ensure consistent Shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.
- D. **Facility and Operations Requirements**
 - a) Staff the Shelter 24 hours a day, 7 days a week, and provide at least two meals per day, onsite.
 - b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
 - c) Recruit locally based employees.
 - d) Do not recruit staff from other service agencies located in Santa Fe, NM.
 - e) Allow guests to remain onsite during the day, with access to meals, restrooms, and

- hygiene services.
- f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT.
 - g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.
 - h) Maintain a secure storage system for guests' personal items, medications, and bicycles.
 - i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.
 - j) Provide Low-barrier shelter access to persons seeking entry to the Shelter, without restricting access due to any of the following factors:
 - Income
 - Criminal history background
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 - k) Practice Harm Reduction
 - Use Harm Reduction activities and services with participants engaged in substance use, including by not testing for drugs and alcohol.
 - Prohibit smoking in all physical structures and designate restricted areas.
 - l) Use Crisis Intervention and De-Escalation
 - Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.
 - m) Follow Housing First
 - Provide housing case-management to all staying in Shelter
 - Emphasize strategies for appropriate diversion from Shelter
 - n) Participate in Cold Weather Emergency Services (Code Blue)
 - Participate in planning for adverse weather services and assist in developing systems that best meet the needs of those experiencing homelessness during adverse weather.
 - Support Code Blue activities as requested by the City's Community Health and Safety Department (CHS).

E. Data, Coordination, and Accountability

During the initial 2-months, hold bi-weekly meetings with CHS representatives to review operations, performance, spending, and discuss questions contractor staff or CHS may have. After the initial 2-months, participate in additional meetings scheduled by the City

on an as-needed basis. Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in quarterly reports:

Quarterly reports must include the following:

- Average occupancy rate
- Number of guests connected to identified services
- Guest and facility incident reports and responses
- Guest and neighbor feedback (anecdotal or survey-based)
- Bed utilization (target: >85%)
- Percent of guests connected to the Coordinated Entry System (CES), a system for prioritizing people experiencing homelessness based on their vulnerability, measured by a VI-SPDAT assessment in order to quickly and effectively provide assistance; or case management that assist with the planning, facilitation, and coordination of resources and services, promoting your and your family's safety, quality of life, and overall wellbeing.
- Percent of guests who exit to permanent housing
- Safety and cleanliness indicators
- Basic guest intake data (demographics, personal identifier) and track shelter utilization.
- Number of guests enrolled into the Homeless Management Information System (HMIS) and CONNECT when possible.

F. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish a public-facing complaint and response protocol for neighborhood concerns.
- Make all non-capital repairs and ongoing maintenance necessary to ensure Shelter structural integrity and function and safe and functional operations. This responsibility includes, but is not limited to servicing the HVAC, repairing plumbing, keeping up of life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and basic building systems.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to shelter operations for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million four hundred ninety-eight thousand three hundred and three dollars (\$1,498,303) per year, paid in monthly increments of one hundred twenty-four thousand eight hundred fifty-eight dollars and fifty-eight cents (\$124,858.58), including New Mexico gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$1,498,303.**

B. Payment. The total compensation under this Agreement shall not exceed \$1,498,303, **including** New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

4. Term

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

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within seventy-five (75) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Notwithstanding the foregoing, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City

and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within seventy-five (75) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with

NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents. The indemnification obligations herein do not apply where any such claim is caused in whole or in part by the City, its officers, employees, servants, subcontractors, or agents and their negligent act or omission or intentional misconduct. To the extent any claim arises from the negligence of Contractor and the City, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City: Henri Hammond-Paul, Director, Community Health and Safety
119 E Marcy Street, Suite 101
Santa Fe, NM 87501
Hmhammondpaul@santafenm.gov

To the Contractor: Urban Alchemy
Dr. Lena Miller, Chief Executive Officer
PO Box 425509
San Francisco, CA 94142

29. Authority

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

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor that is not cured within a reasonable time period after Contractor receives notice of such default and/or breach, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. Equitable Remedies

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

33. Default and Force Majeure

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

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


CITY OF SANTA FE:

CONTRACTOR:


Alan Webber (Jun 17, 2025 15:57 MDT)

ALAN WEBBER, MAYOR

DATE: 06/17/2025


Melek Totah (May 30, 2025 14:51 PDT)

Dr. Lena Miller, CEO

DATE: 05/30/2025

NMBTIN#: 7868634

City of SF Business License #: _____

ATTEST:


ANDREA SALAZAR (Jun 10, 2025 16:49 MDT)

CITY CLERK

GB MTG 06/03/2025

CITY ATTORNEY'S OFFICE:


Erin McSherry (May 30, 2025 15:56 MDT)

CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR









Urban Alchemy 5.30.2025

Final Audit Report

2025-05-30

Created:	2025-05-30
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANZE39BPtp6pqdsQ04w5B2JQQLSs-vjP4

"Urban Alchemy 5.30.2025" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-05-30 - 8:04:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Melek Totah (melektotah@urban-alchemy.us) for signature
2025-05-30 - 8:05:51 PM GMT
-  Email viewed by Melek Totah (melektotah@urban-alchemy.us)
2025-05-30 - 8:08:23 PM GMT- IP address: 66.249.84.225
-  Document e-signed by Melek Totah (melektotah@urban-alchemy.us)
Signature Date: 2025-05-30 - 9:51:33 PM GMT - Time Source: server- IP address: 73.223.55.25
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2025-05-30 - 9:51:35 PM GMT
-  Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2025-05-30 - 9:56:05 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2025-05-30 - 9:56:33 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-05-30 - 9:56:33 PM GMT



URBAN-3

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2025

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 888-343-8685 H&H Professional Ins Assoc. P.O. Box 830 Los Gatos, CA 95031 Aubri Bryan		CONTACT NAME: Aubri Bryan PHONE (A/C, No, Ext): 888-343-8685 FAX (A/C, No): 408-343-8686 E-MAIL ADDRESS: dabbie@hhinsure.com	
INSURED Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509		INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Ins INSURER B: Texas Insurance Company INSURER C: Great American Ins. Co. INSURER D: Atlantic Specialty Ins Co INSURER E: Nonprofits Ins Alliance of CA INSURER F:	
		NAIC # 10172 16543 16691 27154 011845	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		G74291661003	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BRPCLLTAL01150008238601 202460936	02/28/2025 09/01/2024	02/28/2026 09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			G72594083003 (1ST)	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	253232001 (OSC)	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime			MML3683024 (1ST)	09/01/2024	09/01/2025	Limit/Ded \$5M/\$50K
C	Crime-Excess			SAAE8739250200 (2ND)	09/01/2024	09/01/2025	Limit/Ded \$9M/\$0

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

RE: Street outreach services
City of Santa Fe, their officials, officers, employees, and agents are additional insureds per attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

SANTA27 City of Santa Fe Community Health & Safety Attn: Henri Hammond-Paul 119 E Marcy St, Ste 101 Santa Fe, NM 87501	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
--	---

NOTEPAD

INSURED'S NAME Urban Alchemy

URBAN-3
OP ID: DB

PAGE 2
Date 05/22/2025

EXCESS LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 029316252
Term: 09/01/2024 - 09/01/2025
Limits:
\$3,000,000 Aggregate
\$3,000,000 Each Claim
\$ 0 Retention

DIRECTORS' & OFFICERS' LIABILITY

Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP709098
Term: 02/21/2025 - 02/21/2026
Limits:
\$1,000,000 Aggregate
\$1,000,000 Each Claim
\$ 100,000 Retention

PROFESSIONAL LIABILITY

Carrier: Lloyd's of London
Policy #: ATR2402015
Term: 09/01/2024 - 09/01/2025
Limits:
\$3,000,000 Aggregate
\$1,000,000 Each Claim
\$ 5,000 Deductible

SEXUAL MISCONDUCT LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2024 - 09/01/2025
Limits:
\$4,000,000 Aggregate
\$2,000,000 Each Victim
\$ 50,000 Deductible Per Claimant

CYBER LIABILITY

Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H24NGP24488000
Term: 09/01/2024 - 09/01/2025
Limits:
\$1,000,000 Aggregate
\$1,000,000 Each Claim
\$ 25,000 Deductible Each Claim
\$ 75,000 Aggregate Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE
OR GOVERNMENTAL AGENCY OR SUBDIVISION
OR POLITICAL SUBDIVISION – PERMITS
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

As required by written contract signed by both parties prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Services Offered to the City of Santa Fe (2024)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 11/21/2024

Emily Oster, Finance Director



Date: 11/26/2024








Blanket Services Determination

Final Audit Report

2024-11-26

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