

## The Purchasing Memo

**Date:** April 6, 2026

**To:** Brian Moya, Interim City Manager

**From:** Sandra Emory, Youth and Family Services Program Manager *Sandra Emory*

**Via:** Manuel Sanchez, Interim Community Services Director *Manuel Sanchez*  
Manuel Sanchez (Apr 7, 2026 08:00:17 MDT)

Lia Salaverry, Youth and Family Services Division Director *Lia Salaverry*

Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

Sierra Vigil-Trujillo, Youth and Family Services Project Administrator *SVZ*  
Sierra Vigil-Trujillo (Apr 7, 2026 10:45:12 MDT)

**Subject:** Cerise Consulting ARPA Contract Amendment 2

**Vendor Name:** Cerise Consulting

**Munis Vendor Number:** 8838

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### ITEM AND ISSUE:

Request for Approval of Amendment No. 2 to Professional Service Contract Item #25-0416 with Cerise Consulting for ARPA Cash Assistance Program Administrative Support to Extend the Term through December 31, 2026 (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

### CONTRACT NUMBER:

The FY25 Munis Number is 3250280.

### BACKGROUND AND SUMMARY:

The City of Santa Fe in partnership with Santa Fe County dedicated \$2.5 million dollars of ARPA funds to use direct cash assistance to reduce the negative impacts of the COVID-19 pandemic, on low-middle income households. Three funds were set up to support the program, a one time, a nine month and a twelve month program. The University of New Mexico has a \$150,000 contract to evaluate the outcomes of the program.

Ongoing administrative and coordinating support is needed to ensure success of the program and as a liaison between the program staff and evaluators.

Cerise Consulting will assist with the review of final invoices and reporting of Youth and Family Services ARPA contracts ending on June 30, 2026. For this reason, the Division is requesting an extension of the contract term through December 31, 2026.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** Health and Human Services/240

**Munis Org Name/Number:** Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins Date: 04/17/2026

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was **NMSA 1978, Section 13-1-125, Small Purchase**

The original contract was awarded through RFQ 24029.

Chief Procurement Officer (CPO)/Designee:  Date: 04/21/2026

AP CPO Comment/Exceptions: \_\_\_\_\_

**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: American Rescue Plan Act (ARPA) funding

Approval: ERIKA LUJAN  
ERIKA LUJAN (Apr 20, 2026 09:03:29 MDT) Title: Grants Manager Date: 04/20/2026

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

Project Ledger Number: FIN222400A

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

Original contract packet (with previous contract amendments)



# CITY OF SANTA FE

Item# 26-0141

**CITY OF SANTA FE**  
**AMENDMENT No. 2 TO**  
**Contract # 3250280**  
**Original City Clerk Item Number: 24-0719**  
**Consulting Services**

This AMENDMENT No. 2 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated December 11, 2024 (the "Contract"), between the City of Santa Fe (the "City") and CERISE CONSULTING. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**1. RECITALS**

A. Under the terms of the Contract, Contractor has agreed to provide the ARPA Cash Assistance Program Administrative Support.

B. Pursuant to the Amendment Article of the original 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:

Updated sections below to modify or replace the corresponding sections listed in the contract.

**2. TERM**

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

This Agreement shall not become effective until approved in writing by the City. This Agreement shall terminate on December 31, 2026.

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:

*BRIAN MOYA*

*Mollie Parsons*

\_\_\_\_\_  
BRIAN MOYA, INTERIM CITY MANAGER

\_\_\_\_\_  
MOLLIE PARSONS, CONSULTANT

DATE: Apr 2, 2026

NMBTIN: \_\_\_\_\_

ATTEST:

*GERALYN CARDENAS*



\_\_\_\_\_  
GERALYN CARDENAS, CITY CLERK *CP*

Approved to form and legal sufficiency by:

*Ruby Crews*

Ruby Crews (Apr 6, 2026 11:06:40 MDT)

\_\_\_\_\_  
RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*ANDREA PHILLIPS*

ANDREA PHILLIPS (Apr 24, 2026 12:24:11 MDT)

\_\_\_\_\_  
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2025

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).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hiscox Insurance Company Inc	10200	
<b>INSURED</b> Cerise Consulting 2245 Calle Cacique Santa Fe, NM 87505	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

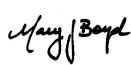
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.601.885.6	10/01/2025	10/01/2026	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe	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 

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## The Purchasing Memo

**Date:** August 1, 2025

**To:** Mark Scott, City Manager

**From:** Sandra Emory, Youth and Family Services Program Manager *Sandra Emory*

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

Sierra Vigil-Trujillo, Youth and Family Services Project Administrator *SVT*  
Sierra Trujillo (Aug 1, 2025 10:20:34 MDT)

**Subject:** ARPA Cash Assistance Program- Administrative Support Contract Amendment #1

**Vendor Name:** Cerise Consulting, LLC

**Munis Vendor Number:** 8838

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### ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Professional Service Contract Item #24-0719 with Cerise Consulting for APRA Cash Assistance Program Administrative Support to Extend the Term through June 30, 2026 (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

### CONTRACT NUMBER:

The FY25 Munis contract number is 3250281.

### BACKGROUND AND SUMMARY:

The City of Santa Fe in partnership with Santa Fe County dedicated \$2.5 million dollars of ARPA funds to use direct cash assistance to reduce the negative impacts of the COVID-19 pandemic, on low-middle income households. Three funds were set up to support the program, a one time, a nine month and a twelve month program. The University of New Mexico has a \$150,000 contract to evaluate the outcomes of the program.

Ongoing administrative and coordinating support is needed to ensure success of the program and as a liaison between the program staff and evaluators.

To ensure continuity of services and effective use of ARPA funds, the Youth and Family Services Division is requesting an extension of the contract term through June 30, 2026.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** Health and Human Services/240

**Munis Org Name/Number:** Human Services/2400122

**Munis Object Name/Number:** Grants and Services/510400

**Budget Officer / Designee:** *Andy Hopkins* **Date:** 08/20/2025

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was **NMSA 1978, Section 13-1-125, Small Purchase**

The original contract was awarded through RFQ 24029.

Chief Procurement Officer (CPO)/Designee:  Date: 08/27/2025

CPO Comment/Exceptions: Original exp date: 12/11/2024; new exp date: 6/30/2026

**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: American Rescue Plan Act (ARPA) funding

Approval:   
ERIKALUJAN (Aug 25, 2025 08:28:23 MDT) Title: Grants Manager Date: 08/25/2025

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

Project Ledger Number: FIN222400A

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

**Original contract packet (with previous contract amendments)**

Item #: 25-0416  
Munis Contract #: 3250281  
Original Contract Item #: 24-0719  
RFQ #: 25017

**CITY OF SANTA FE, COMMUNITY HEALTH AND SAFETY DEPARTMENT  
AMENDMENT No. 1 TO  
Contract # 3250281**

Cerise Consulting Cash Assistance Program Administrative Support ARPA Contract

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated December 11, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Cerise Consulting (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide consulting services in support of the City of Santa Fe's Family and Youth Division, as described in the Contract, Exhibit A, "Scope of Work".

B. Pursuant to Article 7 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:

C. TERM:

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

This Agreement shall not become effective until approved in writing by the City. This Agreement shall terminate on June 30, 2026. In no event will the term exceed the duration allowed by statute, NMSA 1978, § 13-1-150.

D. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and  
CoSF

Version 7 6.20.2025

effect, in accordance with its terms.

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:

CONTRACTOR:  
CERISE CONSULTING

*Mark Scott*  
Mark Scott (Sep 5, 2025 17:37:22 MDT)  
MARK SCOTT, CITY MANAGER

*Mollie Parsons*  
Mollie Parsons (Aug 7, 2025 15:29:08 MDT)  
MOLLIE PARSONS,  
CONSULTANT

DATE: 09/05/2025

DATE: Aug 7, 2025  
NMBTIN: 05-531701-00-9

ATTEST:

*Andrea Salazar*  
ANDREA SALAZAR (Sep 5, 2025 15:00:43 MDT)  
CITY CLERK

*ASU*

CITY ATTORNEY'S OFFICE:

*Pm*  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  
FINANCE DIRECTOR



**Date:** December 11, 2024

**To:** Randy Randall, Interim City Manager   
Randy Randall (Dec 11, 2024 11:42 MST)

**From:** Julie Sanchez, Youth and Family Services Division Director

**Via:** Henri Hammond-Paul, Community Health and Safety Department Director

**Subject:** ARPA: Cash Assistance Program --Administrative Support

**Vendor Name:** Cerise Consulting, LLC

**Munis Vendor Number:** 8838

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**ITEM AND ISSUE:**

The Youth and Family Services Division respectfully request your review and approval of an American Rescue Plan Act (ARPA) Recovery Funds Subrecipient Contract in the total amount of \$60,000 –including tax for Administrative Support Services for the City Cash Assistance Program ending one year from city signature; (Cerise Consulting/Community Health and Safety); (Julie Sanchez, [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov))

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3250281

**BACKGROUND AND SUMMARY:**

The City of Santa Fe in partnership with Santa Fe County dedicated \$2.5 million dollars of ARPA funds to use direct cash assistance to reduce the negative impacts of the Covid-19 pandemic, on low-middle income households. Three funds were set up to support the program, a one time, a nine month and a twelve month program. The University of New Mexico has a \$150,000 contract to evaluate the outcomes of the program.

Ongoing administrative and coordinating support is needed to ensure success of the program and as a liaison between the program staff and evaluators.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-125, Small Purchase

The procurement method is RFQ 25017 which expires one year from the date of city signature.

**Chief Procurement Officer (CPO) / Designee:** *John J. [Signature]* **Date:** Nov 12, 2024

**CPO Comment/Exceptions:** RFQ solicited multiple vendors

**FUNDING SOURCE:**

**Fund Name/Number:** Health and Human Services/Fund 240

**Munis Org Name/Number:** Human Services Fund/2400122

**Munis Object Name/Number:** Grants and Services/510400

**Budget Officer / Designee:** *Andy Hopkins* **Date:** Oct 31, 2024

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

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 #: FIN222400A

(\*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: *Matthew Bonifer* Matthew Bonifer (Nov 12, 2024 16:54 MST) Title: SLFRP5552 Date: Nov 12, 2024

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

Procurement Document: Screenshot of Munis Request for Quotes (RFQ)

Vendor's Quote

Professional Services Contract

Horizons declination

CPO Service Determination Email

Department approval email from ITT, Fleet, or Facilities [pick one or more or delete]

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

Federally required forms (list all. Examples: SAM.gov check, etc.)

Original contract packet with previous contract amendments (if applicable)

Construction Contract Attachments:

Non-Collusion Affidavit of Subcontractor

Statement of Intent to pay prevailing wages

Affidavit of Wages Paid

Weekly Payroll Form

Payroll Statement of Compliance

Performance bond

Payment bond

**RECOVERY FUNDS SUBRECIPIENT  
CONTRACT BETWEEN CITY OF SANTA FE  
AND CERISE CONSULTING, LLC  
FOR PROFESSIONAL SERVICES**

**FEDERAL AWARD IDENTIFICATION**

In accordance with the Code of Federal Regulations (CFR), 2 C.F.R. Part 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Awarding Office	United States Department of the Treasury
Grant Program	Coronavirus State and Local Recovery Fund
Federal Award Identification Number	SLFRP5552
Federal Award Date	June 9, 2021
Award End Date	September 30, 2026
Research and Development Award?	No
Federal Statutory Authority	3206 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), codified as 15 USC 9058d (15 U.S.C. 9058 (d))
Total Amount in Federal Award (this is not the amount in the grant agreement)	\$15,000,000.00

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and **Cerise Consulting, LLC** herein after referred to as the “Contractor” or “Subrecipient”

**RECITALS**

**WHEREAS**, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure;

**WHEREAS** this Contract falls within the 1st statutory category;

**WHEREAS**, recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable;

**WHEREAS**, the Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate; and

**WHEREAS**, Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

**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. "Subrecipient" means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. 2 C.F.R. § 200.1

D. "You" and "your" refers to **Cerise Consulting, LLC**, "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The U.S. Department of Treasury "Treasury" has provided funds, through its SLFRF Program, to the City who is then subawarding this same funding to the subrecipient in accordance with this Agreement. The subrecipient shall perform the services and tasks described in the Scope of Work attached as "**Exhibit A.**" Subrecipients shall follow strict compliance with all applicable federal, state, or local laws, regulations, and administrative policies, including, but not limited to, the references above as well as the following:

1. subrecipient will comply with the Code of Federal Regulations (C.F.R.).

2. subrecipient will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.
3. subrecipient will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.
4. subrecipient will adhere to the requirements of the Treasury's SLFRF Program.
5. subrecipient will adhere to the Scope of Work and Budget in Exhibits A and B.
6. subrecipient will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.
7. subrecipient will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this Agreement.
8. subrecipient will comply, when applicable, with any applicable national policy requirements for federal grants which is further discussed in section 7 of this agreement.
9. subrecipient will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in section 7 of this agreement. subrecipient agrees to alert the city immediately if a contractor working for the subrecipient becomes debarred or suspended.
10. Subrecipient acknowledges and agrees that the City is a "recipient" of SLFRF funds as such term is used in the SLFRF regulations, and subrecipient shall provide, upon the reasonable request of the City, financial and performance reports sufficient to demonstrate subrecipient's compliance with SLFRF and as otherwise necessary for City to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.

Pursuant to information submitted to the City for inclusion in the Treasury's SLFRF Program, the subrecipient shall perform the following tasks:

- Properly procure and complete the project substantially as described in Exhibits A and B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the Subrecipient. The ownership of any property furnished hereunder will be the property of the subrecipient. The subrecipient shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the subrecipient. The subrecipient agrees to notify the City and the Treasury, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the subrecipient. In addition, if an annual inventory is requested by the City then the subrecipient will provide prompt access to all inventory records.

### 3. **Compensation**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable.

A. Payment. The total compensation under this Agreement shall not exceed sixty thousand dollars (\$60,000) including New Mexico gross receipts tax. 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.

B. 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.

C. The contractor may use SLFRF funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, if the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the subrecipient prior to March 3, 2021 are not eligible, as provided for in Treasury's final rule. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

4. **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 12 months from the date of the final signature. In no event will the term exceed the duration allowed by statute, NMSA 1978, § 13-1-150.

5. **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.

6. **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) 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.**

7. **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.

8. **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.

9. **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.

10. **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.

11. **Non-Collusion**

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

12. **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.

13. **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.

14. **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.

15. **Reporting, Monitoring, and Review**

a. Requirements

The subrecipient is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the Subrecipient has timely achieved the Scope of Work stated in Exhibit A to this Subaward. The ongoing monitoring of the subrecipient will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

b. Risk Assessment

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

c. Monitoring

Monitoring and review activities will be detailed in a Monitoring Plan based on the City's risk assessment of the subrecipient and will be provided to the subrecipient. The Monitoring Plan may include, but not be limited to, the subrecipient's technical progress compared to the intended milestones and deliverables; the subrecipient's actual expenditures compared to the approved budget, review of subrecipient's reimbursement requests including detailed backup documentation, or other subject matter specified by the City.

d. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the city no later than forty-five (45) calendar days after the end of the initial term if no extension terms are exercised, or the final extension term exercised by the City, containing an evaluation and review of subrecipient's performance and the final status of subrecipient's obligations hereunder.

e. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

f. Inspection

SUBRECIPIENT shall permit the City, the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe SUBRECIPIENT Records during the Record Retention Period. SUBRECIPIENT shall make SUBRECIPIENT Records available during normal business hours at SUBRECIPIENT's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the City, unless the City determines that a shorter period of notice, or no notice, is necessary to protect the interests of the City.

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the City a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq.*, then SUBRECIPIENT shall submit a copy of the results of that audit to the City within the same timelines as the submission to the federal government.

16. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

**D. 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.

**33. 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.

**34. 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.

**35. 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.

36. **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.

37. **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.

38. **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.

39. **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 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.

40. **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: Youth and Family Services Division, 119 E. Marcy Street, Suite 101, Santa Fe NM 87501, [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov)

To the Contractor: Cerise Consulting, LLC, 2245 Calle Cacique, Santa Fe NM 87505, [mollie@ceriseconsultants.com](mailto:mollie@ceriseconsultants.com)

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

To the Contractor: Cerise Consulting, LLC, 2245 Calle Cacique, Santa Fe NM 87505, [mollie@ceriseconsultants.com](mailto:mollie@ceriseconsultants.com)

41. **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:  
Cerise Consulting, LLC


  
Randy Randall (Dec 11, 2024 11:42 MST)  
CITY MANAGER

  
Mollie Parsons (Oct 24, 2024 09:54 MDT)  
MOLLIE PARSONS,  
PRINCIPAL

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

DATE: Oct 24, 2024  
CRS#: 05-531701-00-9  
Business Registration # 228362

ATTEST:

  
Andrea Salazar (Dec 16, 2024 08:26 MST)

~~GERALYN CARDENAS, INTERIM CITY CLERK~~

xiv

CITY ATTORNEY'S OFFICE:

  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
FINANCE DIRECTOR

## **Exhibit A: Scope of Work**

**a): Services to be Rendered: Cerise Consulting Staff will support the City of Santa Fe Family and Youth Division by:**

- 1. Developing communications on the program(s) through presentations, website development, procedure guides, and other outreach**
- 2. Reviewing invoices and reports for contract compliance, monitoring progress, documenting expenditures, and maintaining records to comply with grant requirements**
- 3. Working closely with the contracted evaluation team and act as the point of contact on the city's behalf when staff is unavailable**
- 4. Assisting with creating presentations, contracts, memos, and other documents.**

**Exhibit B: Budget**

**Budget Submitted by Cerise Consulting, LLC in RFQ Proposal:**

**ARPA Administrative Support**

<b>Total, including NMGRT, not to exceed:</b>	<b>\$60,000.00</b>
<b>Hourly rate, \$75 + NMGRT</b>	<b>\$81.14</b>
<b>Total Consulting Hours, not to exceed:</b>	<b>739</b>
<b>Average hours per week, from August – December 2026</b>	<b>6</b>

**Budget Justification:**

**2 hours per week to meet with City staff, contractors, and others, as needed.**

**4 hours per week to complete administrative tasks, including invoice verification, document creation, and other tasks as assigned.**



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

## BUSINESS REGISTRATION

**Business Name:** CERISE CONSULTING  
DBA: CERISE CONSULTING LLC

**Business Location:** 2245 CALLE CACIQUE  
Santa Fe, NM 87505

**Owner:** MOLLIE PARSONS

**License Number:** 228382

**Issued Date:** October 09, 2024

**Expiration Date:** October 09, 2025

**CRS Number:** 03-531701-00-9

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$45.00

CERISE CONSULTING  
2245 CALLE CACIQUE  
SANTA FE, NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company Inc	<b>NAIC #</b> 10200
<b>INSURED</b> Cerise Consulting 2245 Calle Cacique Santa Fe, NM 87505	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.601.885.5	10/01/2024	10/01/2025	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe	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 

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1 of 1 Results per page: 25 Sort by: Expiration Date Ascending

**CERISE CONSULTING LLC** ● Active Registration

Unique Entity ID: <b>EHABEUMFM4D8</b>	Doing Business As: <b>(blank)</b>	Purpose of Registration: <b>All Awards</b>	Expiration Date: <b>Nov 9, 2024</b>
CAGE/NCAGE: <b>98HK8</b>	Physical Address: <b>2245 CALLE CACIQUE SANTA FE, NM 87505-4944 USA</b>		



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**From:** [Matt Loehman](#)  
**To:** [SANCHEZ, JULIE J.](#)  
**Subject:** Re: FW: Determination Request [ARPA Funds]: Cash Assistance Program Admin Support  
**Date:** Wednesday, August 7, 2024 11:27:47 AM

---

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.

Good morning,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**  
**Executive Director**

**Horizons of New Mexico**  
6121 Indian School Rd. NE, Suite 102  
Albuquerque, NM 87110

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Aug 7, 2024 at 11:23 AM SANCHEZ, JULIE J. <[jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov)> wrote:

Good Afternoon,

The Youth and Family Services Division is looking to contract with a consultant on the following ARPA funded services.

**The contractor will provide consulting services for the City of Santa Fe, Youth and Family Services Division to provide administrative support to the City's Cash Assistance Program. The Scope of Work includes the following tasks below.**

**The Contractors duties:**

1. **Develop communications on the program through presentations, website development, procedure guides, etc.**
2. **Reviewing invoices and reports for contract compliance, monitoring progress, documenting expenditures, etc.**
3. **Work closely with the contracted evaluation team and act as the point of contact on the city's behalf when staff is unavailable.**
4. **Assist with creating presentations, contracts, memos, and other documents.**

**Only one award is available for this solicitation.**

Best,

Julie

Julie J. Sanchez

Director, Youth and Family Services Division

Community Health and Safety Department

Office: (505) 955-6678 | Cell: (505) 570-7355 | Email: [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov)



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**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [SANCHEZ, JULIE J.](#)  
**Cc:** [julie@cityofsf.gov](#)  
**Subject:** Re: Determination Request (ARPA Funds): Cash Assistance Program Admin Support  
**Date:** Wednesday, August 7, 2024 11:09:01 PM

---

Good evening,

I'd consider this to be a professional service.

Thank you.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
[200 Lincoln Avenue](#)  
[Santa Fe, NM 87501](#)  
[505-629-8351](#)  
[tduttonleyda@santafenm.gov](mailto:tduttonleyda@santafenm.gov)

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



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

On Aug 7, 2024, at 11:22 AM, SANCHEZ, JULIE J. <jjsanchez@santafenm.gov> wrote:

Good Morning Purchasing Team,  
The Youth and Family Services Division is requesting a determination on the following ARPA funded services.

**The contractor will provide consulting services for the City of Santa Fe, Youth and Family Services Division to provide administrative support to the City's Cash Assistance Program. The Scope of Work includes the following tasks below.**

**The Contractors duties:**

1. **Develop communications on the program through presentations, website development, procedure guides, etc.**
2. **Reviewing invoices and reports for contract compliance, monitoring progress, documenting expenditures, etc.**
3. **Work closely with the contracted evaluation team and act as the point of contact on the city's behalf when staff is unavailable.**
4. **Assist with creating presentations, contracts, memos, and other documents.**

Only **one** award is available for this solicitation.

Best,  
Julie

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



# CITY OF SANTA FE

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**Signature:** *Andy Hopkins*

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





# Cerise Consulting ARPA-Packet (002)

Final Audit Report

2024-12-11

Created:	2024-12-11
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtjzGntlmoFVPaGkiseV2RQmIMuzVRKW

## "Cerise Consulting ARPA-Packet (002)" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2024-12-11 - 6:39:28 PM GMT- IP address: 97.182.206.186
-  Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and Randy Randall (rrandall@santafenm.gov) for signature. One of them to sign  
2024-12-11 - 6:41:04 PM GMT
-  Email viewed by Randy Randall (rrandall@santafenm.gov)  
2024-12-11 - 6:42:31 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Randy Randall (rrandall@santafenm.gov)  
Signature Date: 2024-12-11 - 6:42:46 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-12-11 - 6:42:46 PM GMT

**Signature:** XAVIER VIGIL  
XAVIER VIGIL (Dec 14, 2024 19:40 MST)

**Email:** xivigil@santafenm.gov

**Signature:** 

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

**Signature:** *Erika Quintana*

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