



The Purchasing Memo

Date: July 2, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Sierra Vigil-Trujillo, Youth and Family Services Program Manager  Sierra Trujillo (Jul 4, 2026 09:37:38 GMT+2)

Via: Sandra Emory, Community Services Department Director 

Marcella Apodaca, Business Operations Manager 

Lia Salaverry, Youth and Family Services Division Director 

Subject: Consuelo's Place CYC Multi-Year Contract

Vendor Name: Consuelo's Place

Munis Vendor Number: 11375

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Consuelo's Place to Deliver Services to Address the Children and Youth Commission Priority Area of Support Services for Youth at Higher Risk in the Total Amount of \$225,000, Including NMGRT through June 30, 2029. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

CONTRACT NUMBER:

The FY27 Munis contract number is 3260463.

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) was formed by resolution and is charged by the City of Santa Fe, through ordinance, with surveying and assessing the needs of the children and youth within the City of Santa Fe, identifying and recommending to the governing body legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty one (21).

In March of 2026, the Youth and Family Services Division in collaboration with the CYC released RFP FY26-HSRFP-079: Children and Youth Commission 3 Year Grant Cycle, seeking proposals for the Children and Youth Commission Fund in alignment with the identified funding priority areas of the FY27-29 strategic plan.

Each proposal was evaluated by three members of the evaluation committee and an average of the three scores was taken and ranked accordingly. These rankings were then provided to the CYC to guide funding recommendations.

To ensure funding was distributed across priority areas, the Commission grouped proposals by area and identified the top ranked proposals within each category for funding consideration. This resulted in a total of 20 contracts being awarded to deliver services that promote the healthy development of children and youth.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Recreation Programs/256

Munis Org Name/Number: Children and Youth Activities/ 2560122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Chris Parker for AJH Chris Parker for AJH (Jul 14, 2026 12:46:34 MDT) **Date:** 07/14/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was **NMSA 1978, Section 13-1-111, RFP**

Request for Proposals (RFP) - A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on **March 9, 2026** and proposals were due on **April 10, 2026**. A total of **44 proposals** were received and evaluated against the published criteria, including performance metrics, technical responses, price, and other relevant factors. Following the evaluation, **Consuelo's Place** was determined to be one of the top 20 most advantageous offerors to the City. Accordingly, the award of this contract is recommended to **Consuelo's Place** to provide the requested services.

Chief Procurement Officer (CPO)/Designee:  **Date:** 07/16/2026

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: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination

CPO Service Determination Email

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

Professional Services Contract



PROFESSIONAL SERVICES CONTRACT

Consuelo's Place - Children Youth Commission 3 Year Grant Cycle

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Consuelo's Place, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

I. RECITALS

WHEREAS, the Youth and Family Services Division in partnership with the Children and Youth Commission, per City of Santa Fe Ordinance No. 2001-7, may award funding from the Children and Youth Fund to support community programs that promote the healthy development of children and youth, ages birth through age twenty-one; and

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract 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-NMSA 1978, Section 13-1-111, RFP; 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 Contract; and

the City and the Contractor hereby agree as follows:

II. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Services will address the following priority area and objectives.

Area 3: Support Services for Youth at Higher Risk

A. Goals and Objectives:

Aim to reduce system involvement while strengthening protective factors that support long-term stability and success for youth at higher risk due to homelessness and poverty; with a goal to reduce youth involvement in juvenile justice, child welfare, school disciplinary systems, and emergency services.

1. Increase access to restorative, community-based prevention and intervention services.
2. Improve school attendance and engagement among youth experiencing homelessness.
3. Strengthening family stability and reducing incidents of crisis, abuse or neglect.
4. Supporting youth in developing future orientation through academic and post-secondary planning, including trade school applications and information.

B. Services:

Provide wraparound case management including:

1. Consistent on-site case management for heads of household and their children.
2. Daily familial supports through case management and 24/7 staff supports.
3. Housing stabilization services as the foundation of all interventions.
4. School attendance monitoring and transportation support to address barriers to education.
5. Parenting support, conflict resolution and crisis prevention strategies.
6. Appropriate referrals for behavioral health, substance use and alcohol misuse treatment.
7. Youth-focused goal setting, academic support and college/career readiness assistance.

C. Contractor Requirements and Performance Metrics:

1. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division.
2. Attend regular meetings with City staff and community stakeholders, as needed or requested.
3. Ensure as appropriate, that youth served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
4. Use the Unite Us platform, provide YFSD with data on the social determinants of health, demographics, and emergency room and jail utilization of clients as requested.
5. Use the CONNECT closed loop referral platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City-funded partners and YFSD.

6. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.
7. Submit bi-yearly reports containing data on performance measures, outcomes of services, demographics, number of clients served, and any other measurements agreed upon. Reports are due by January 10th and July 10th of each funded year.
8. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Children and Youth Commission Strategic Plan.
9. Present to report progress to the Children and Youth Commission, as needed or requested.
10. Site reviews and/or visits may be conducted by City staff members, commission members and/or consultants.

III. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to RFP - Children Youth Commission 3 Year Grant Cycle for the City, as set forth in this Contract. 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.

IV. COMPENSATION

- A. The City shall compensate the Contractor for the services described in the Scope of Work. The City agrees to pay the Contractor a not to exceed total amount of \$225,000.00 [\$75,000.00 annually] which excludes Gross Receipts Tax due to Contractor's not for profit status.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

V. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2029** unless terminated pursuant to paragraph Termination and paragraph Appropriations. TERMINATION

- A. Grounds. The City may terminate this Contract 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 Contract based upon the City's uncured, material breach of this Contract.
- 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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to the "Appropriations" Article, of this Contract.
- C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

VI. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted

by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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, NMSA 1978, Chapter 10, Article 16.
- 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.

XIV. AMENDMENT

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

XV. ENTIRE AGREEMENT

This Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

XVI. MERGER

This Contract incorporates all the Contracts, 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.

All terms and conditions of the **FY26-HSRFP-079 - RFP - Children Youth Commission 3 Year Grant Cycle** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. OTHER 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.

COMMERCIAL GENERAL LIABILITY

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 \$1,000,000 per occurrence 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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

BROADER COVERAGE AND LIMITS

for 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.

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.

XXIII. 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.

XXIV. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

XXV. 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, NMSA 1978, Section 41-4-1, et. seq., 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Youth and Family Services Division Program Manager PO Box 909 Santa Fe, NM 87504 svtrujillo@santafenm.gov 505-955-6824	To the Contractor: Consuelo's Place Michelle Williams 1600 St. Michael's Dr. Building 7 Santa Fe, NM 87505 michele@consuelosplace.org 505-577-0974
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XXIX. 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.

XXX. NON-COLLUSION

In signing this Contract, 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.

XXXI. DEFAULT/BREACH

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

XXXII. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain

equitable relief pursuant to this Contract 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.

XXXIII. 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 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 Contract.

[SIGNATURE PAGE TO FOLLOW]

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:

MICHAEL GARCIA, MAYOR

DATE: _____

Michele Williams

Michele Williams (Jul 9, 2026 15:26:45 MDT)

MICHELLE WILLIAMS, EXECUTIVE DIRECTOR

DATE: 07/09/2026

NMBTIN: 03-709549-00-8

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews

Ruby Crews (Jul 9, 2026 15:31:14 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Monica Maestas

MONICA MAESTAS, FINANCE DIRECTOR

TRUJILLO, SIERRA V.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, February 25, 2026 11:28 AM
To: TRUJILLO, SIERRA V.
Cc: LOVATO, JOANN D.; EMORY, SANDRA X.
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Let's process an RFP and we can help you quickly through the process.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Wednesday, February 25, 2026 8:15 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Happy Wednesday!

Just checking in on this. We're already on a tight timeline because of the delays in our strategic planning process so I want to make sure we can get this released whichever way needed so we can get contracts in place by July 1st.

Thanks again!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824



From: TRUJILLO, SIERRA V.
Sent: Monday, February 23, 2026 2:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

Just checking in to see if you've heard anything from Marcos. We were hoping to release the RFA on Friday, but should we shift to an RFP? I can draft one pretty quickly in OpenGov but thought I'd check in before I start anything.

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 7:31 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Thank you. I'm waiting to see what Marcos suggests. My feeling is that he's going to ask us to process an RFP because with his first email, that would be the logical next step. Sorry for the confusion.

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, February 19, 2026 1:39 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Travis!

I've attached all the past ordinances regarding CYC. Let me know if you need anything else from our end and thanks for your help!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, February 19, 2026 1:10 PM
To: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>; EMORY, SANDRA X. <sxemory@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Sierra and Sandy, please see Marcos' email below. How would you like to proceed?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, February 19, 2026 12:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request- Children and Youth Commission Multi-Year Grants

Dear Travis:

So the idea is that Children Youth and Family Services wants to give away money (grants) to non-profits? This probably isn't a procurement, if it is a grant. However, it does sound like a donation, which they cannot do unless an exception applies. Briefly the exceptions to the anti-donation clause are:

1. care and maintenance of sick and indigent persons;
2. veterans' scholarship program for Vietnam conflict veterans;
3. loans to students of the healing arts;
4. Econmic development; and
5. Affordable housing.

I don't see these grants fitting into any of these exceptions. Therefore, the City would have to receive goods or service to pay non-profits.

Marcos Martínez



CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Sent: Thursday, February 19, 2026 11:56 AM

To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>

Subject: FW: Determination Request- Children and Youth Commission Multi-Year Grants

Hi Marcos,

Youth and Families wishes to process an RFA to give out grants. Please see below for context. Do you agree that the proposed projects fall outside procurement?

Thanks,

Travis

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>

Sent: Thursday, February 19, 2026 9:24 AM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>

Subject: Determination Request- Children and Youth Commission Multi-Year Grants

Good morning Travis,

The Youth and Family Services Division respectfully requests a determination for the Children and Youth Commission Multi-Year Grants. Below is the information for the funding.

CHILDREN AND YOUTH COMMISSION (AGES 0-21)

VISION

A connected community where all children and youth have the support and opportunity to thrive.

MISSION

We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in positive outcomes by engaging children, youth, and families in Santa Fe.

Funding for the Children and Youth Commission Fund comes from a percentage of the City's share of the state gross receipts tax (GRT) and is administered to fund local nonprofits (funding amount varies due to

GRT fluctuations). The commission is dedicated to enhancing community services, expanding equitable access, and fostering sustainable growth in program effectiveness by allocating funding to support local community programs that promote the healthy development of children and youth, ages birth to twenty-one (21).

In January 2026 the Children and Youth Commission completed a Strategic Plan for the FY 2027-2029 funding cycle. The following priorities and their corresponding outcomes were identified:

Goal 1: Equitable opportunities for education and career readiness are provided		
Objectives	Desired Outcomes	Priority Indicators
1. Expand access to education and career opportunities for youth 2. Enhance youth academic engagement including postsecondary career outcomes by providing funding to program that support this initiative 3. Align education programs with local workplace needs to enhance youth career readiness	Children and youth excel in school and are prepared to enter the workforce	a. 3-4 year-olds enr b. Kindergarten read c. Chronic absentee d. High school gradu e. GED equivalency f. Youth aged 16-24
Goal 2: Equitable opportunities for youth to engage in enrichment activities to strengthen their physical and mental wellbeing.		
Objectives	Desired Outcomes	Priority Indicators
1. Expand access to programs designed to enhance youth physical and mental wellbeing. 2. Increase youth resilience, coping skills, and overall wellbeing.	Youth are physically and mentally healthy	a. Mental health (sa b. Substance use c. Regular physical d. Fruit/Vegetable in e. Food insecurity f. Protective factors g. Future orientation (setting) h. Housing instabilit
Goal 3: Equitable opportunities for youth will be provided for restorative justice and community alternatives for youth engaged in juvenile justice, protective services, and/or emergency systems.		
Objectives	Desired Outcomes	Priority Indicators
1. Reduce youth involvement in juvenile justice, child welfare, school disciplinary systems and/or emergency systems. 2. Increase access to restorative and community-based prevention programs for youth facing higher risk factors.	Youth are supported and less likely to re-engage in systems (such as juvenile justice, protective services, and/or emergency services).	a. Skipping school c b. Child abuse & ne c. Delinquent referm d. Violence e. Substance use f. Housing instabilit g. Protective factors h. Future orientation (setting)

Best,

Sierra Vigil-Trujillo

Project Administrator

Youth & Family Services Division

(505) 955-6824



CITY OF SANTA FE

PERMISSIVE SERVICES

The service categories below 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 Providers 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.

+ Administrative Reports

+ Archeologists

+ Certified Public Accountants

+ Corporate and Personal Background Checks

+ General Accounting

+ Graphic Design

+ Graphic Design - Logo Design

+ IT – Enterprise Application

+ IT – IV & V

+ IT Network and Database Management

+ IT – Project Management

+ IT Security Services

+ IT Support

+ IT – Web Design

+ IT – Web Programmer

+ Marketing

+ Private Investigation Services

+ Public Relations

+ Social Media Marketing

+ Training Services



CONSPLA-03

JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2025

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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Berkley Regional Insurance Company INSURER B : New Mexico Mutual Casualty Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Consuelo's Place PO Box 22653 Santa Fe, NM 87502-2653	NAIC # 29580 40627

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			HHN 8520658-10	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0101816.107	8/15/2025	8/15/2026	☐ PER STATUTE ☐ 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
A	Professional Liab			HHN 8520658-10	12/1/2025	12/1/2026	Each Incident \$ 1,000,000
A	Prof Liability			HHN 8520658-10	12/1/2025	12/1/2026	Aggregate \$ 2,000,000

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

Premises; 1600 St Michaels DR, Building 7, Santa Fe, NM 87505

CERTIFICATE HOLDER

CANCELLATION

Interfaith Community Services
PO Box 22653
Santa Fe, NM 87502

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

Consuelos Approval Packet

Final Audit Report

2026-07-10

Created:	2026-07-09
By:	NICOLE BAKER (npbaker@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjr8X_Py3nslR_HBQzGtKmxOgaFNTCIME
Documents:	Consuelos Approval Packet.pdf (22 pages)
Number of Documents:	1
Document page count:	22
Number of supporting files:	0
Supporting files page count:	0

"Consuelos Approval Packet" History

-  Document created by NICOLE BAKER (npbaker@santafenm.gov)
2026-07-09 - 9:52:15 PM GMT- IP address: 63.232.20.2
-  Document emailed to Lia Salaverry (lasalaverry@santafenm.gov) for signature
2026-07-09 - 9:55:02 PM GMT
-  Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)
2026-07-09 - 11:28:21 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Lia Salaverry (lasalaverry@santafenm.gov)
Signature Date: 2026-07-09 - 11:32:44 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to Marcella Apodaca (maapodaca1@santafenm.gov) for signature
2026-07-09 - 11:32:48 PM GMT
-  Email viewed by Marcella Apodaca (maapodaca1@santafenm.gov)
2026-07-10 - 2:05:55 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)
Signature Date: 2026-07-10 - 2:06:15 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to Sandra Emory (sxemory@santafenm.gov) for signature
2026-07-10 - 2:06:19 PM GMT

 Document e-signed by Sandra Emory (sxemory@santafenm.gov)

Signature Date: 2026-07-10 - 2:21:06 PM GMT - Time Source: server- IP address: 104.156.39.164 - Signature Appearance Selected: IMAGE

 Agreement completed.

2026-07-10 - 2:21:06 PM GMT



CONSPLA-03

MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2026

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.

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PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkley Regional Insurance Company	29580
	INSURER B : New Mexico Mutual Casualty Company	40627
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Consuelo's Place
PO Box 22653
Santa Fe, NM 87502-2653

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X		HHN 8520658-10	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0101816.107	8/15/2025	8/15/2026	PER STATUTE ☐ 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

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

Where required by written contract of agreement, the City of Santa Fe, its directors, officials, officers, employees, agents, and volunteers are additional insured.

Primary and Noncontributory
10 day cancellation

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

A. BROADENED BODILY INJURY

Paragraph 3. of **Section V – Definitions** is deleted and replaced with the following:

3. “Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph 14. of **Section V - Definitions** is deleted and replaced with the following:

14. “Personal and advertising injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses during the policy period.
 - a. False arrest, detention, or imprisonment;
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
 - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products, or services;
 - e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;
 - f. Misappropriation of advertising ideas or style of doing business;
 - g. Infringement of copyright, title, or slogan; or
 - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

2. Exclusions 2.b. and 2.c. under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion 2.a. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph 6. under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

c. \$500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions of Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph **4. Other Insurance of Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a. under Section V - Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph **2. of Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. \$20,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b. and 1.d. under Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a under Section II - Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g. under Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V - Definitions**, Paragraph **12.**, "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
 - (a) Hired, chartered, or loaned with a crew; and
 - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph **g.(6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:
 - e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."
2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:
 - 10. Liberalization**

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.
 - 11. Notice To Company**

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
2. **Section V - Definitions** is amended to add the following paragraph:
 - 23.** "Special Event" means any event:
 - a. The purpose of which is to raise funds for you; or
 - b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II - Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds - Athletic Activity Participants

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
 - (a) "Medical expenses" under **Coverage C - Medical Payments**.
 - (b) "Bodily Injury" to:
 - (i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or
 - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
 - (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
 - (i) A co-participant, your "volunteer worker", or your "employee"; or
 - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured - Contractual Obligations

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:
 - (a) Coverage is limited to liability arising out of:
 - (1) Your ongoing operations performed for such Additional Insured; or
 - (2) Such Additional Insured's financial control of you; or
 - (3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
 - (4) A permit issued to you by a state or political subdivision.
 - (b) Coverage does not apply to any "occurrence" or offense:
 - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
 - (ii) Which takes place after you cease to be a tenant in that premises.
 - (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
 - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured - Funding Sources

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
 - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured - Manager or Lessor of Premises

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
 - (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;
but only if the written or oral agreement is an "insured contract";
 - (a) Currently in effect or to become effective during the term of this policy; and
 - (b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d.(1) immediately above, the following additional provisions apply:
 - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
 - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.
- e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:
 - (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
 - (i) Currently in effect or to become effective during the term of this policy; and
 - (ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
 - (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
 - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
 - (3) This insurance does not apply to:
 - (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
 - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.
- f. Additional Insured - Supervisors or Higher in Rank**
- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
 - (a) "Bodily injury" or "personal injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
 - (iii) Arising out of his or her providing or failing to provide professional health care services.
 - (b) "Personal Injury":
 - (i) To a co-"employee" while in the course of his or her employment;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above; or

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.
- (c) "Property damage" to property:
 - (i) Owned, occupied or used by; or
 - (ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured - LIMITATIONS

- (1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:
 - (a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and
 - (b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.
- (2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.
- (3) The following is added to **Section V - Definitions**:
 - 24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.
- (4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

- a.** If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b.** If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III - Limits Of Insurance is amended to add the following paragraph:

- 8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:
 - a.** You;
 - b.** Your "executive officers," directors, "employees," and
 - c.** Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.