




Date: October 22, 2024

To: Governing Body
Finance
Quality of Life

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

From: Julie Sanchez, Youth and Family Services Division Director


HENRI HAMMOND-PAUL (Nov 8, 2024 10:12 MST)

Subject: The Life Link Amendment

Vendor Name: The Life Link

Vendor Number: 1340

ITEM AND ISSUE:

Request for Approval of Contract Amendment No. 1 with the Life Link Item# 23-0700 of Recovery Funds Subrecipient Contract Increasing the Total Amount to \$1,600,000 for Professional Services and extend the term to June 30th, 2026. (Youth and Family Services Division Director; Julie Sanchez, jjsanchez@santafenm.gov)

Action Requested: Approve Contract Amendment for The Life Link

BACKGROUND AND SUMMARY:

The Life Link has been the Service Provider at the Safe Outdoor Space at Christ Lutheran Church since it opened. The Contract is being amended in order to continue their excellent service in support of providing services to formerly unsheltered individuals.

PROCUREMENT METHOD:

RFA# 24-13-A

Chief Procurement Officer Approval: 

Date: Nov 8, 2024

Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 3204464
The FY25 Project ledger number is COM222400C

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

The funding source is:

Fund Name/Number: Health and Human Services/Fund 240
Munis Org Name/Number: Community Services/2400122
Munis Object Name/Number: Grants and Services/ 510400

If the project is grant funded? List grant award number: SLFRP5552

Grant Manager / Accounting Officer Approval: Matthew Bonifer Matthew Bonifer (Nov 8, 2024 17:41 MST) **Date:** Nov 8, 2024
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: CLK ALEXIS LOTERO (Nov 8, 2024 17:13 MST) **Date:** Nov 8, 2024
Comment/Exceptions: _____

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

Yes | No

(if known): _____

Repair or Replacement of Existing Equipment:

Yes | No

If yes -> Repair | Replacement

Please explain: NA

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Project Ledger #: _____

Anticipated length of project: _____

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

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

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

Comment & Exceptions:

Department Contract Administrator Contact Info:

ATTACHMENTS:

Santa Fe Business License
Certificate of Liability Insurance
Original Contract

**CITY OF SANTA FE
AMENDMENT No. 1 TO
RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND THE LIFE LINK
FOR SERVICES
ITEM# 23-0700**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE RECOVERY FUNDS SUBRECIPIENT CONTRACT, dated December 21, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **The Life Link**. (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 outreach, housing navigation, case management, life skills training, assessments and other operational services to homeless individuals residing at the Safe Outdoor Space (SOS).

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:

1. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of one million one hundred fifty-nine thousand eight hundred and eight dollars (\$1,159,808) as to reach a total compensation as indicated in Exhibit A (SOS Adjusted Budget Proposal), so that the first paragraph of Article 3, under Compensation reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for services satisfactorily performed based upon the deliverables outlined in the Scope of Work. The total compensation under this Contract shall not exceed one million six hundred thousand dollars (\$1,600,000.00), 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 Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.

2. TERM.

Article 4 of the Contract is hereby deleted in its entirety and following language is substituted so that Article 4, "Term" reads in its entirety as follows:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Contract shall begin on date approved by the City and end on June 30th, 2026. In no event will the term exceed the duration allowed by statute, NMSA 1978 13-1-150.3.

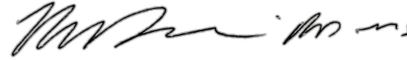
3. CONTRACT IN FULL FORCE.

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

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:
THE LIFE LINK



ALAN WEBBER, MAYOR

MICHAEL DeBERNARDI, CEO

DATE: _____

DATE: Nov 8, 2024

CRS# 02-097780-00-8

Registration #29352

ATTEST:

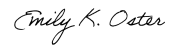
CITY CLERK

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

SOS Adjusted Budget Proposal

EXPENSES			
Expense Categories	Details	Totals	
Contractual Services	Mileage	19,600.00	
	Program Evaluator	27,025.00	
	Work Stipends for Residents	30,000.00	
	Flex funds for client needs	80,854.00	
	Training Services	1,388.00	
	Internet Services	2,000.00	
	Laundry Services	10,000.00	
	Recruiting Services	1,000.00	
	Food preparation staff \$14.60 x 15 hrs wk x 52 wks	11,388.00	
	Meals (2 meals per day 5 days a week)	23,000.00	
	Travel	4,078.00	
	Contractual Subtotal	210,333.00	
Personnel	Program Director + Benefits	39,999.00	
	Outreach Program Director + Benefits	79,860.00	
	Program Manager + Benefits	151,008.00	
	Outreach Specialist(s) + Benefits	314,600.00	
	Site Coordinator (s) + Benefits	176,160.00	
	Case Manager (s) + Benefits	179,560.00	
	Clubhouse Manager + Benefits	10,000.00	
	Security for after hours 40 hrs per wk @ \$24 x 52 wk	208,480.00	
	Overtime for staff	180,000.00	
	Personnel Subtotal	1,339,667.00	
Equipment Supplies	Supplies table/chairs/ phone chargers / food storage etc.	20,000.00	
	Maintenance + Repair	10,000.00	
	Transportation Services	20,000.00	
	Equipment/Supplies	50,000.00	
BUDGET TOTAL		1,600,000.00	









REVISED DRAFT Life Link_SOS_Amendment No. 1-final CAO

Final Audit Report

2024-11-08

Created:	2024-11-07
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIMMMJRPfEIDxIx3Hmg9n4pFGmdhZbO_

"REVISED DRAFT Life Link_SOS_Amendment No. 1-final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-11-07 - 4:40:33 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michael DeBernardi (drdebernardi@thelifelink.org) for signature
2024-11-07 - 4:41:14 PM GMT
-  Email viewed by Michael DeBernardi (drdebernardi@thelifelink.org)
2024-11-07 - 4:45:04 PM GMT- IP address: 96.19.182.76
-  Document e-signed by Michael DeBernardi (drdebernardi@thelifelink.org)
Signature Date: 2024-11-08 - 4:30:31 PM GMT - Time Source: server- IP address: 65.133.22.242
-  Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature
2024-11-08 - 4:30:35 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
2024-11-08 - 4:34:27 PM GMT- IP address: 174.218.18.59
-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2024-11-08 - 4:35:05 PM GMT - Time Source: server- IP address: 174.218.18.59
-  Agreement completed.
2024-11-08 - 4:35:05 PM GMT



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

BUSINESS REGISTRATION

Business Name: THE LIFE LINK
DBA: THE LIFE LINK - 505 GET FREE

Business Location: 1807 SECOND ST 46A
SANTA FE , NM 87505

Owner: THE LIFE LINK

License Number: 227753

Issued Date: December 04, 2023

Expiration Date: December 04, 2024

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

THE LIFE LINK
2325 CERRILLOS RD
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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: Ed Risley	
	PHONE (A/C No. Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
E-MAIL ADDRESS: erisley@danielsinsuranceinc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: New Mexico Premier Insurance Com		13675
INSURER B: ACE Property and Casualty Insura		20699
INSURER C: Ace American Insurance Company		22667
INSURER D: Travelers Casualty and Surety		19038
INSURER E:		
INSURER F:		

COVERAGES MN **CERTIFICATE NUMBER:** Cert ID 36899 (20) **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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			SVRD37800545002	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Empl Benefits Liab \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CALH0861555A002	11/30/2023	11/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6145.134	11/27/2023	11/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Services			OGIG25507411002	11/30/2023	11/30/2024	Limit \$ 1,000,000
D	Crime			105649125	11/01/2023	11/30/2024	Employee Theft \$ 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER City of Santa Fe P.O. Box 909 Santa Fe NM 87504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MEMORANDUM

TO: Governing Body
VIA: John Blair, City Manager
FROM: Mary McCoy, Finance Department Director *Mary McCoy*
Rich Brown, Community Development Department Director *Richard Brown*
Kyra Ochoa, Community Health and Safety Department Director *KO*
Regina Wheeler, Public Works Department Director *RW*
KO (Apr 22, 2022 13:27 MDT)
RW (Apr 22, 2022 13:14 MDT)
RE: City of Santa Fe's American Rescue Plan Act (ARPA) Grant Allocation
DATE: April 22, 2022

Item and Issue:

Request for Approval of an FY22 Budget Adjustment Resolution (BAR) in amount of \$15,049,631 for the American Rescue Plan Act (ARPA) grant.

Description:

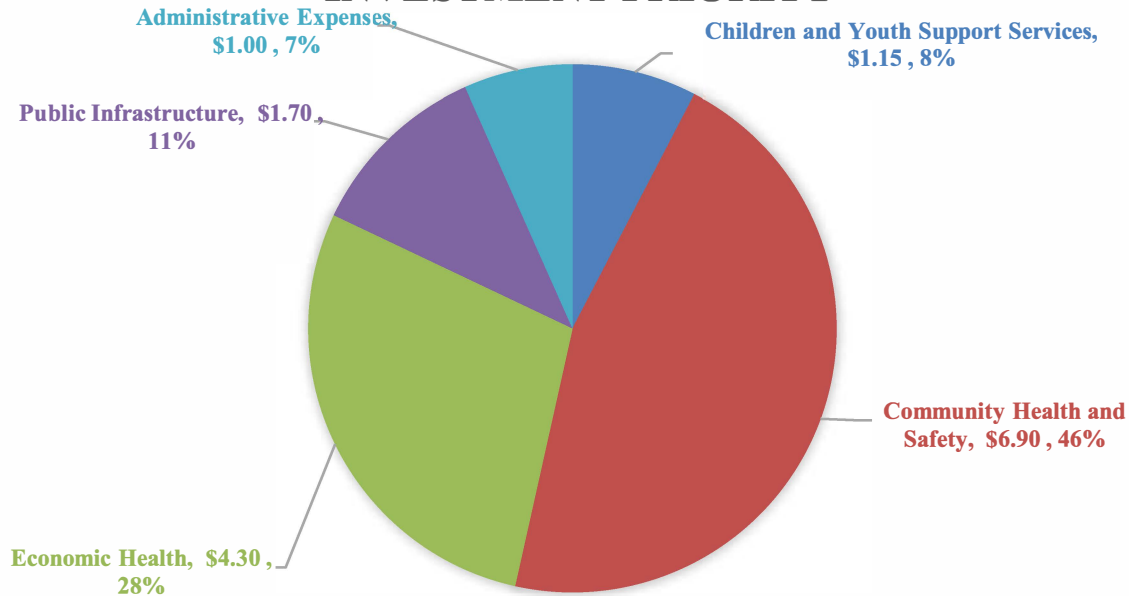
The federal American Rescue Plan Act (ARPA) established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

The City of Santa Fe's plan to deploy the \$15,049,631 in ARPA grant funding allocated by the U.S. Department of Treasury is to guide resources to families, job seekers, non-profits and businesses in Santa Fe in order to build a strong, resilient, and equitable recovery. For Santa Fe, the funding provided with the federal ARPA will be transformational in addressing the social and economic challenges exacerbated during the pandemic. The ARPA projects described below are consistent with the ARPA requirements and the funds must be spent by the end of calendar year 2024.

The City of Santa Fe will be one of hundreds of American municipalities receiving funds from the ARPA. To expend these funds in an equitable, just, and community-driven fashion, the City of Santa Fe commissioned a community engagement data collection effort to better understand the needs of Santa Fe residents. Respondents were asked to indicate the categories of City services that they felt should receive the most attention as the City determined the allocation of ARPA funding over the course of the next three years. Community Health and Safety, Children and Youth Support Services, and Economic Health were the three areas that respondents felt needed the most funding allocation.



CITY OF SANTA FE - ARPA PROJECTS BY INVESTMENT PRIORITY



The City's plan allocates almost half of the City's ARPA funds, or \$6.9 million, or 45.9% to address the community health and safety including expanding guaranteed income programs, support for community mental health, piloting a community cash assistance program, providing solutions for unsheltered homelessness, continuing operations of the Midtown Emergency Homeless Shelter, providing additional support for affordable housing, assistance for vulnerable populations in Santa Fe; COVID-19 safe retrofits for City facilities, and continued purchases of personal protective equipment to mitigate the spread of COVID-19.

The City's plan allocates \$4.3 million, or 28.6%, to Economic Health including support for small businesses, job training programs, and direct support to non-profits. The City's plan allocates \$1.15, or 7.6%, to Children and Youth Support services including expanding childcare capacity and the creation of a college and career youth work corps. The City will allocate \$1.7 million, or 11.3%, to fund public infrastructure investments including, public Wi-Fi and parks and trails improvements.

The City will use 6.6%, or just under \$1 million, to fund administrative expenses in managing the \$15 million grant. The City Attorney's Office has reviewed these expenditures and determined that they are legally permissible for projects that apply the federal rule's limitations and reporting requirements. Below is summary of the proposed projects broken out by investment priority. Descriptions on each of the projects follows.



No. Investment Priority	Project Title	ARPA Amount
1 Children and Youth Support Services	Early Childcare Job Development/ Navigation and Community Resiliency Pilot	\$ 900,000
2 Children and Youth Support Services	College & Career Youth Workforce Corps	\$ 250,000
3 Community Health and Safety	Guaranteed Income Expansion/Community Cash Assistance Pilot	\$ 1,500,000
4 Community Health and Safety	Solutions for Unsheltered Homelessness	\$ 1,000,000
5 Community Health and Safety	Midtown Emergency Shelter Services	\$ 600,000
6 Community Health and Safety	Affordable Housing Support- Lamplighter Inn Conversion	\$ 2,000,000
7 Community Health and Safety	Assistance for Vulnerable Populations	\$ 150,000
8 Community Health and Safety	Behavioral Health and Community Violence Intervention Services	\$ 1,000,000
9 Community Health and Safety	COVID-Safe Retrofits for City Facilities	\$ 500,000
10 Community Health and Safety	PPE and Supplies for COVID Mitigation	\$ 150,000
11 Economic Health	Small Business Support	\$ 2,500,000
12 Economic Health	Job Training	\$ 1,200,000
13 Economic Health	Non-profit Operational Support	\$ 600,000
14 Public Infrastructure	Public Wi-Fi Project - Phase 2	\$ 400,000
15 Public Infrastructure	Parks and Trails Improvements	\$ 1,300,000
16 Administrative Expenses	Administrative Expense	\$ 999,631
	Total	\$ 15,049,631

Schedule:

Finance Committee: 4/26/2022

Governing Body: 4/27/2022

Funding Source:

The source of funding is the \$15,049,631 from the American Rescue Plan grant.

Fund Name/Number: Multiple, see BAR attached

Munis Org Name/Number: Multiple, see BAR attached

Munis Object Name/Number: Multiple, see BAR attached

Action Requested:

Approval is requested of the FY22 budget adjustment for the ARPA grant.



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Early Childcare Job Development/Navigation and Community Resiliency Pilot

U.S. Department of Treasury Expenditure Category: 2.10 Assistance to Unemployed or Underemployed Workers

Funding Amount: \$900,000

Department: Community Services Department **Department Contact:** Julie Sanchez

Proposal Description:

The Early Childcare Job Development/Navigation and Community Resiliency Pilot will train and develop more childcare workers. The project commits \$300,000 per year for three years to subsidize students who will attend the Community College to obtain their credentials to provide much needed childcare services. The approach is to build the pipeline of providers; as students obtain their credentials, they will also be doing a practicum to provide childcare. The proposal includes opportunities for both job training as well as providing childcare.

- Curriculum development – quick certification program
- Cohort navigation/support services
- Training/workshop development
- Internship coordination
- Mentorship/Apprenticeship payments

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- % recruited
- # finishing the program
- % entering the workforce

What City of Santa Fe constituents will be affected by this initiative/project?

Future and current childcare providers



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Guaranteed Income Expansion/Community Cash Assistance Pilot

U.S. Department of Treasury Expenditure Category: 2.3 Household Assistance: Cash Transfers

Funding Amount: \$1,500,000

Department: Community Services Department **Department Contact:** Julie Sanchez

Proposal Description:

The program will continue with a partial second year of funding for current Guaranteed Income students (additional resources will come from other funding). The program will also add a second cohort of a mix of one-time cash assistance payments and on-going (short term) cash assistance to eligible community members utilizing the CONNECT network of navigators.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

Recipients will be asked to respond to the following:

- a. What impacted and/or disproportionately Impacted population does this project primarily serve? Please select the population primarily served.
- b. If this project primarily serves more than one impacted and/or disproportionately impacted population, please select up to two additional populations served.

Recipients will select from the following options:

- Low-income households and populations
- Households and populations residing in Qualified Census Tracts
- Households that qualify for certain federal programs
- Households receiving services provided by Tribal governments
- Households residing in the U.S. territories or receiving services from these governments

What City of Santa Fe constituents will be affected by this initiative/project?

Community members that continue to be financially impacted by the pandemic.



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Solutions for Unsheltered Homelessness

U.S. Department of Treasury Expenditure Category: 2.18 Housing Support: Other Housing Assistance

Funding Amount: \$1,000,000

Department: Community Services Department **Department Contact:** Julie Sanchez

Proposal Description:

- Contract services for encampment clean up
- Contract services for nonprofit service providers to house unsheltered people and provide services at campsites
- Contract services for portable toilets

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- # served
- # transitioned in permanent housing
- # arrests
- # constituent complaints

What City of Santa Fe constituents will be affected by this initiative/project?

Unsheltered individuals, neighborhoods, waterways, Police and Fire services



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Midtown Emergency Shelter Services

U.S. Department of Treasury Expenditure Category: 2.16 Long-term Housing Security: Services for Unhoused Persons

Funding Amount: \$600,000

Department: Affordable Housing **Department Contact:** Alexandra Ladd

Proposal Description:

The Midtown Emergency Shelter operated by Consuelo’s Place provides emergency shelter and services to people experiencing homelessness including unsheltered individuals that test positive for COVID-19. The shelter is staffed 24/7, providing meals, hygiene services, case management. The shelter has the capacity to serve 50+ individuals at any single time and is integrated with the City’s Code Blue response.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- # individuals served
- # individuals placed in long-term housing
- # individuals served w/covid
- # homeless hospitalizations

What City of Santa Fe constituents will be affected by this initiative/project?

Unsheltered individuals



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Affordable Housing Support - Lamplighter Inn Conversion

U.S. Department of Treasury Expenditure Category: 2.16 Long-term Housing Security: Services for Unhoused Persons

Funding Amount: \$2,000,000

Department: Affordable Housing **Department Contact:** Alexandra Ladd

Proposal Description:

Funds will be used to offset purchase costs and predevelopment costs for purchase/conversion of the Lamplighter Inn (2405 Cerrillos Rd) into permanent affordable rental housing, with 25% of units set aside for "special needs" renters. Public health outcomes are directly improved by housing vulnerable people and providing necessary health care and social services. Purchasing this property enables the long-term implementation of a supportive housing model that the City piloted through its operations at the Midtown Property (formerly Santa Fe University of Art and Design) and further supported at the Santa Fe Suites. This project ensures that people currently housed during the pandemic will have a longer-term housing option when the City's Midtown Shelter is phased out. High wait lists at the Midtown Emergency Homeless Shelter and Santa Fe Suites indicate continuing demand for deeply affordable rental housing, in addition to opportunities for workforce renters priced out of Santa Fe's market.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- # of "special needs" renters housed at property - # of tenant-based voucher holders housed at property
- duration of occupancy (longer terms means higher rate of stabilization for "special needs" renters)
- # of workforce renters able to "move up" to market rate rental or homeownership after stabilizing financial situation because living at project eases housing cost burden

What City of Santa Fe constituents will be affected by this initiative/project?

This project will make available affordable workforce rental units as well as deeply affordable supportive units for special needs renters.



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Public WiFi Project - Phase 2

U.S. Department of Treasury Expenditure Category: 2.4 Household Assistance: Internet Access Programs

Funding Amount: \$400,000

Department: Economic Development Department

Department Contact: Rich Brown

Proposal Description:

Build and manage public WiFi infrastructure in economically distressed, high-density southside and midtown communities who will need support to cross the digital divide. This project is a key element for bridging the digital divide for many students, adults and families who are still struggling through the ongoing negative economic impacts of the COVID-19 pandemic.

Proposal Start Date: 5/2022

Proposal End Date: 6/2024

Performance Metrics:

- Installation and launch in eight, southside mobile home parks by end of year 2023
- Installation and launch in three midtown high-density housing locations by end of year 2024

What City of Santa Fe constituents will be affected by this initiative/project?

Residents of our high poverty/un and under-employed and high-density communities.



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Assistance for Vulnerable Populations

U.S. Department of Treasury Expenditure Category: 2.18 Housing Support: Other Housing Assistance

Funding Amount: \$150,000

Department: Emergency Management and Safety Department **Department Contact:** Brian Williams

Proposal Description:

The Emergency Management and Safety Department will provide other departments with equipment and supplies needed to reduce the risk to vulnerable populations. This would include sleeping bags, tents and other essential supplies needed to reduce the risk of exposure and other hazards to vulnerable populations within the City.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- # of persons served

What City of Santa Fe constituents will be affected by this initiative/project?

Vulnerable populations in Santa Fe.



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Small Business Support

U.S. Department of Treasury Expenditure Category: 2.30 Technical Assistance, Counseling, or Business Planning

Funding Amount: \$2,500,000

Department: Economic Development Department **Department Contact:** Rich Brown

Proposal Description:

Working with Santa Fe County, local foundations, local business advisory organizations and the North Central New Mexico COG, a variety of business recovery programs are being considered, including:

- An Economic Security & Opportunities grant program that supports nonprofits that provide career counseling and other services to attain employment; re-engage disconnected youth in paths for jobs; provide job training to low-wage earners to advance their skills; provide finance literacy training and foster the ability to save for and invest in future economic success; and/or provide opportunities to explore career paths, attain internships or apprenticeships, and enter a career with the skills to succeed.
- A Small Business Technical Advisory program that will engage navigators and our ecosystem partners to set up access and resources for small businesses affected by the COVID-19 economic recession. This would include a full roster of webinars, personal consultation and data collection targeted to small businesses that are still finding the right path to sustainable growth.
- A unique program concept that helps bridge the capital gap faced by many business owners by providing no-to-low interest rate small business loans in addition to training and consulting services; including access to loan programs that are targeted to Women, Black, Indigenous, People of Color (BIPOC), Immigrants, Refugees, and low-wealth New Mexicans.
- An investment in a technical support and information fund that also provides a small infusion of capital (\$500- \$3,000) to help businesses affected by the COVID pandemic diversify, sustain, or grow revenue, leverage other investments, and put systems in place that lead to growth and more job opportunities.
- Collaborate with the COG to support a simple and straightforward ‘Working Now Loans’ of up to \$25,000 that would be available to help small businesses affected by the pandemic with expenses like payroll, rent, marketing, inventory, ecommerce development, personal protective equipment, and small capital improvements.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- # of small businesses enrolled



- # of small businesses that report growth
- # of small businesses that increase employment
- # of business support programs that proposed
- % of businesses from economically-distressed census tracts
- Number of workers enrolled in sectoral job training programs
- Number of workers completing sectoral job training programs
- Number of people participating in summer youth employment programs

What City of Santa Fe constituents will be affected by this initiative/project?

Small Businesses, non-profit business advisory services



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Job Training

U.S. Department of Treasury Expenditure Category: 2.10 Assistance to Unemployed or Underemployed Workers

Funding Amount: \$1,200,000

Department: Economic Development Department **Department Contact:** Rich Brown

Proposal Description:

Bright Future Job Training Program - \$600,000 to fund the Bright Future Job Training Program. Working with the SF Community College, the Bright Future Jobs Training Program will create and support jobs training and economic mobility in the broadband, clean energy, construction, trades and computer coding industries for our unemployed and pivot-career workers.

Build Back Better Business & Workforce Project (BBBBWP) - \$600,000 to fund the Build Back Better Business & Workforce Project to work with a host of local partners in the job training and workforce development ecosystem in Santa Fe. With a strong reliance on tourism, Santa Fe's economy was especially vulnerable to the economic fallout from COVID-19. Unemployment still remains high as we enter year three of the pandemic. As Santa Fe builds back, this initiative will build and expand upon proven programming and approaches to simultaneously help people get back to work, while supporting a more vibrant and diverse economy as Santa Fe builds back. Partner organizations will deliver entrepreneur and small business with programming and materials available in both English and Spanish.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

Bright Future Job Training Program - Enroll at least 30 cohort per program, place at least 50% of graduates in local careers, involve at least one local business to provide matching funds or employment track, provide a two-year employment opportunity; template one program into a new industry cluster.

Build Back Better Business & Workforce Project - Libraries as Launchpads project: Four rounds of Launchpads in Spanish, two rounds in English; Total of 90 entrepreneurs "accelerated"; four community centers and/or libraries activated. Recovery Corps Internships project: 10 interns per year and 5 private sector companies as hosts = 30 interns placed. Digital Divide Workshops Project: Two in Spanish, two in English per year, 10 business owners in each = 160 served

What City of Santa Fe constituents will be affected by this initiative/project?

Bright Future Job Training Program -Veterans, post-high school graduates, essential workers looking for new career opportunities, etc.



Build Back Better Business & Workforce Project – Unemployed, underserved and underemployed Santa Feans looking for opportunities for new job training.



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: College & Career Youth Workforce Corps

U.S. Department of Treasury Expenditure Category: 2.10 Assistance to Unemployed or Underemployed Workers

Funding Amount: \$250,000

Department: Economic Development Department **Department Contact:** Rich Brown

Proposal Description:

In partnership with the Santa Fe Public Schools, the City will create a College & Career Youth Corps program. The Corps is a professional development, paid summer internship program for youth interested in arts-based, trades and diversified industries leadership opportunities. Interested rising high school juniors, seniors and recent graduates living in the Santa Fe will be eligible to apply. The College & Career Youth Corps strives to provide Santa Fe's youth a safe and meaningful opportunity to develop their skills, build a professional network, and prepare for the future.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- Reach and enroll 60 local youth
- Focus on job training & career development in three industries (arts, technical trades, computer coding)
- Provide opportunities for at least 50% of cohort to achieve full time employment

What City of Santa Fe constituents will be affected by this initiative/project?

Local Santa Fe Youth



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Non-profit Operational Support

U.S. Department of Treasury Expenditure Category: 2.34 Assistance to Impacted Nonprofit Organizations

Funding Amount: \$600,000

Department: Community Services Department **Department Contact:** Julie Sanchez

Proposal Description:

Operational support to nonprofits providing vital community services that have been financially impacted by the COVID-19 pandemic. A Request for Applications will be released targeted to non-profits that provide assistance to those disproportionately impacted by the COVID-19 pandemic and which have themselves been financially impacted by the COVID-19 pandemic. A review panel from within Community Health and Safety, as well as committee members, will rank the proposals; the organizations will be assessed financially as to financial need and ability to serve target populations. The primary mission of the organization must be to provide one of the following vital public services to indigent populations: access to food, access to affordable housing, case management, addressing homelessness, personal safety and domestic violence, providing essential utilities (gas, water, electricity), transportation, behavioral health and grief crisis services, and/or medical/dental services. In order to be eligible for funding the contracted agency must have the following requirements met:

- A. Received 501(c)(3) status on or before December 31, 2018 and has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual OR began providing a vital public service on or before December 31, 2018 and had a fiscal sponsor that is a registered nonprofit or foundation; and
- B. Primarily serve City of Santa Fe residents who are considered indigent; and
- C. The primary mission of the organization must be to provide one of the following vital public services to indigent populations: access to food, access to affordable housing, case management, addressing homelessness, personal safety and domestic violence, providing essential utilities (gas, water, electricity), transportation, behavioral health and grief crisis services, and/or medical/dental services; and
- D. Has been negatively impacted by the pandemic, either through a loss of operating income or an increase in demand for services. Organizations must prove that they have lost at least 10% of their operating income (comparing the last audited financial statements for the fiscal year ended on or before January 1, 2020 to the most recent completed fiscal year) OR has had at least a 10% unfunded increase in direct service expenses related to providing vital public services related to the pandemic which lead to a budget shortfall (comparing the last audited financial statements for the fiscal year ended on or before January 1, 2020 to the most recent completed fiscal year) OR a 10% decrease in net operating income (comparing the last audited financial statements for the fiscal year ended on or before January 1, 2020 to the most recent completed fiscal year).; and
- E. Had the equivalent of at least 2 FTE as of January 1, 2020.



F. Organizations that are at risk of significantly reducing services or permanent/temporary closure (going concern) will be prioritized when funding decisions are made.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- # nonprofits served
- Increase in capacity
- Increase in services
- Increase in clients served

What City of Santa Fe constituents will be affected by this initiative/project?

Santa Fe residents who are considered indigent that are served by non-profit organizations which were, like their clients, financially impacted by COVID.



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Behavioral Health and Community Violence Intervention Services

U.S. Department of Treasury Expenditure Category: 1.11 Community Violence Interventions

Funding Amount: \$1,000,000

Department: Community Services Department **Department Contact:** Julie Sanchez

Proposal Description:

The Behavioral Health and Community Violence Intervention Services initiative will detect, track and intervene in community violence. Build resiliency in communities through collaborative efforts with the Santa Fe Police Department in training, education, advocacy and peer navigation services; building capacity and training with Santa Fe Fire Departments Alternative Response Unit. Investment in peer navigation services—training for people who have experienced behavioral health problems to be employed as case managers and mentors. These peer navigators assist efforts to reach and support communities impacted by COVID. An RFA would solicit proposals. The project would support organizations to implement evidence-based violence prevention programs and expand their capacity by allowing them to train and employ qualified navigators. This builds on work currently underway to interrupt or provide remedial support for youth violence prevention.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- Individuals served, both in becoming peer navigators and by peer navigators
- Increase in protective factors for young people at risk for violence
- Reduction in community violence
- # of activities

What City of Santa Fe constituents will be affected by this initiative/project?

Community members, especially young people, who have been in a mental health crisis and/or experience trauma related to violence.



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: COVID-Safe Retrofits for City Facilities

U.S. Department of Treasury Expenditure Category: 1.14 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency

Funding Amount: \$500,000

Department: Public Works Department **Department Contact:** Regina Wheeler

Proposal Description:

Ensuring the highest-quality indoor air is a direct link to public health and can help limit airborne illness. This program provides a level of disease prevention. The capital investment projects include City-wide COVID health and safety retrofits in City facilities. See itemized list below:

- Replacement MERV13 Filters for city facilities. All city facilities now use high performance MERV13 and they have to be replaced 3 times as often as lower performance filters.
- Additional air filtration unit for Council Chambers.
- Replacement filters for portable air filtration units.
- Cubicle enhancements and other office covid safety improvements.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- Project milestones and deliverables completed on time and on budget

What City of Santa Fe constituents will be affected by this initiative/project?

City of Santa Fe staff and residents



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Parks and Trails Improvements

U.S. Department of Treasury Expenditure Category: 1.14, Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency

Funding Amount: \$1,300,000

Department: Public Works Department **Department Contact:** Melissa McDonald

Proposal Description:

Outdoor activity during the pandemic helped decrease the transmission of COVID-19 and other infectious diseases. Encouragement from governments to stay outside during the COVID-19 pandemic increased usage in City of Santa Fe parks and open spaces such as the City’s trail system. The capital investment projects include City-wide COVID health and safety measures in the City’s parks and trails. Funds will be used to renovate one baseball field at Ragle Park on West Zia Road at Yucca to improve play and conserve water. Funds will also be used to repair trails and park equipment.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- Project milestones and deliverables completed on time and on budget

What City of Santa Fe constituents will be affected by this initiative/project?

City of Santa Fe residents, visitors and staff



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Citywide personal protective equipment and supplies for COVID Mitigation

U.S. Department of Treasury Expenditure Category: 1.5 Personal Protective Equipment

Funding Amount: \$150,000

Department: Emergency Management and Safety Department **Department Contact:** Brian Williams

Proposal Description:

The Office of Emergency Management and the Safety Office will coordinate with City departments and private non-profits to support the need for personal protective equipment, operating supplies such as hand sanitizing stations and other measures to mitigate COVID-19 throughout the City.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- Total number of locations offering PPE.
- Number of locations in areas with high Social Vulnerability Index.
- Volume of distribution as a percentage of available supply.

What City of Santa Fe constituents will be affected by this initiative/project?

This project will impact all residents and visitors who seek assistance, as well as all City employees.



CITY OF SANTA FE – AMERICAN RESCUE PLAN ACT FUNDING

Project Title: Financial Reporting and Procurement

U.S. Treasury Department Expenditure Category: 7.1 Administrative Expenses

Funding Amount: \$999,631

Department: Finance Department **Department Contact:** Mary McCoy

Proposal Description:

The City will use these funds for administering the \$15 million grant award from the U.S. Department of the Treasury, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. The ARPA guidance outlines that recipients may use up to 10% of the modified total direct costs for administrative expenses. The City is electing to allocate 6.6% to administrative expenses to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews. The purpose of hiring a contractor(s) to focus on compliance is so that the City will not have any disallowed programs and/or expenses or face any claw-backs. The consultants will work together with City Departments and the Finance Department and will

- Assist the City in developing appropriate policies and procedures for use of ARPA funds;
- Ensure that the ARPA programs comply with requirements, terms and conditions of the award;
- Process the procurement of ARPA projects according to the City’s procurement code;
- Complete the required financial reporting in a timely and accurate manner to the U.S. Department of the Treasury;
- Establish a central ARPA electronic file to maintain guidance and reporting
- Compile documentation to support eligibility of each program;
- Assist with the implementation of the program objectives, such as contract support for a project;
- Establish a dashboard update of each ARPA project, encumbered, spent and remaining amount to assist with managing projects and preparing expenditure reports.

Proposal Start Date: 5/2022

Proposal End Date: 12/2024

Performance Metrics:

- # of reports submitted on time, # of reports submitted on accurately

What City of Santa Fe constituents will be affected by this initiative/project?

Taxpayers, Internal Staff

Log # {Finance use only}:	
Journal # {Finance use only}:	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Community Development/Community Health & Safety/Public Works/Finance	DATE 4/18/2022
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Community Services / Human Services / Grants & Services - Early Childcare Job Development	2400122	510400	COM222400A	900,000	
Community Services / Human Services / Grants & Services - Guaranteed Income Expansion	2400122	510400	COM222400B	1,500,000	
Community Services / Human Services / Grants & Services - Solutions for Unsheltered Homelessness	2400122	510400	COM222400C	1,000,000	
Affordable Housing / Housing & Comm Dev Programs / Grants & Services - Midtown Emergency Homeless Shelter	2402750	510400	AFH222400B	600,000	
Affordable Housing/Lamplighter Inn Conversion	2402750	510400	AFH222400A	2,000,000	
Economic Development / Comm Dev Grants / Other Consulting - Public WiFi Project Phase 2	2402800	510340	ECD222400A	400,000	
Emergency Management / Comm Dev Grants / Operating Supplies - Assistance for Vulnerable Populations	2402850	530200	EMR222400A	150,000	
Economic Development / Comm Dev Grants / Grants & Services - Small Business Support	2402800	510400	ECD222400B	2,500,000	
Economic Development / Comm Dev Grants / Other Consulting - Job Training	2402800	510340	ECD222400C	1,200,000	
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Community Services / Human Services / US Treasury ARPA Grant - Early Childcare Job Development	2400122	490615	COM222400A	(900,000)	
Community Services / Human Services / US Treasury ARPA Grant - Guaranteed Income Expansion	2400122	490615	COM222400B	(1,500,000)	
Community Services / Human Services / US Treasury ARPA Grant - Solutions for Unsheltered Homelessness	2400122	490615	COM222400C	(1,000,000)	
Housing & Comm Dev Programs / US Treasury ARPA Grant - Midtown Emergency Homeless Shelter	2402750	490615	AFH222400B	(600,000)	
Housing & Comm Dev Programs / US Treasury ARPA Grant - Affordable Housing/Lamplighter Inn Conversion	2402750	490615	AFH222400A	(2,000,000)	
Economic Development / Comm Dev Grants / US Treasury ARPA Grant - Public WiFi Project Phase 2	2402800	490615	ECD222400A	(400,000)	
Emergency Management / Comm Dev Grants / US Treasury ARPA Grant - Assistance for Vulnerable Populations	2402850	490615	EMR222400A	(150,000)	
Economic Development / Comm Dev Grants / US Treasury ARPA Grant - Small Business Support	2402800	490615	ECD222400B	(2,500,000)	
Economic Development / Comm Dev Grants / US Treasury ARPA Grant - Job Training	2402800	490615	ECD222400C	(1,200,000)	

JUSTIFICATION: *(use additional page if needed)*
 --Attach supporting documentation/memo

Appropriation of American Rescue Plan (ARPA) Grants for various purposes - see attached memo and documentation.

[BAR p. 1 of 2]

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Andy Hopkins	4/18/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>Alexis Lotero</i> <small>Alexis Lotero [Apr 22, 2022 13:49 MDT]</small>
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer
N/A	Date	City Council Approval Date	N/A
Division Director Signature <i>{optional}</i>	Date	Agenda Item #:	Finance Director <i>{≤ \$5,000}</i>
<i>Mary McEay</i>	Date		N/A
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>

Log # {Finance use only}:	[see BAR p. 1 for log/journal]
Journal # {Finance use only}:	[see BAR p. 1 for log/journal]

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Development/Community Health & Safety/Public Works/Finance	4/18/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Economic Development / Comm Dev Grants / Other Consulting - College & Career Youth Workforce Corps	2402800	510340	ECD222400D	250,000	
Community Services / Human Services / Grants & Services - Direct Support for Non-Profits	2400122	510400	COM222400F	600,000	
Community Services / Human Services / Grants & Services - Behavioral Health & Community Violence Intervention Svcs	2400122	510400	COM222400G	1,000,000	
Public Works / Facilities / Comm Dev Grants / Furniture & Fixtures - COVID-Safe Retrofits for City Facilities	2400431	570600	PWD222400A	500,000	
Public Works / Parks Division / Comm Dev Grants / WIP Construction - Parks and Trails Improvements	2404150	572970	PWD222400B	1,300,000	
Emergency Management / Comm Dev Grants / Operating Supplies - Citywide PPE and Supplies for COVID Mitigation	2402850	530200	EMR222400B	150,000	
Finance / Comm Dev Grants / Professional Contracts - Administrative Expense	2401501	510300	FIN222400A	999,631	

REVENUES				{enter as negative #}	{enter as positive #}
Economic Development / Comm Dev Grants / US Treasury ARPA Grant - College & Career Youth Workforce Corps	2402800	490615	ECD222400D	(250,000)	
Community Services / Human Services / US Treasury ARPA Grant - Direct Support for Non-Profits	2400122	490615	COM222400F	(600,000)	
Community Services / Human Services / US Treasury ARPA Grant - Behavioral Health & Community Violence Intervention	2400122	490615	COM222400G	(1,000,000)	
Public Works / Facilities / Comm Dev Grants / US Treasury ARPA Grant - COVID-Safe Retrofits for City Facilities	2400431	490615	PWD222400A	(500,000)	
Public Works / Parks Division / Comm Dev Grants / US Treasury ARPA Grant - Parks and Trails Improvements	2404150	490615	PWD222400B	(1,300,000)	
Emergency Management / US Treasury ARPA Grant - Citywide PPE and Supplies for COVID Mitigation	2402850	490615	EMR222400B	(150,000)	
Finance / Comm Dev Grants / US Treasury ARPA Grant - Administrative Expense	2401501	490615	FIN222400A	(999,631)	

JUSTIFICATION: (use additional page if needed)
 --Attach supporting documentation/memo

Appropriation of American Rescue Plan (ARPA) Grants for various purposes - see attached memo and documentation.

[BAR p. 2 of 2]

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Andy Hopkins	4/18/2022	{Use this form for Finance Committee/ City Council agenda items ONLY}	[see BAR p. 1 for signatures]
Prepared By {print name}	Date	CITY COUNCIL APPROVAL	Budget Officer
N/A	Date		N/A
Division Director Signature {optional}	Date		Finance Director {≤ \$5,000}
[see BAR p. 1 for signatures]	Date	Agenda Item #:	N/A
Department Director Signature	Date		City Manager {≤ \$60,000}

**RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND THE LIFE LINK
FOR SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and **The Life Link** herein after referred to as the “Contractor.”

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 **first** 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 **The Life Link**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

E. "Good Neighbor Agreement" means a collaborative working agreement created by the site owner, service provider, and neighbors, including, at a minimum, owners and/or occupants of residences and businesses directly across from the SOS on Old Pecos Trail, Arroyo Chamiso Road, and St. Michaels Drive.

2. **Scope of Work**

The contractor agrees to perform the work as follows:

- A. Submit to the City, before operations begin, a final draft of policies and procedures which encompass the Safe Outdoor Space (SOS) site rules and operating procedures including:
- a. Day to day operations and services
 - b. Application and Selection Process of Applicants
 - c. Intake and Participation Agreement
 - d. Data Collection
 - e. Reasonable Accommodations
 - f. Disciplinary Action for Violations against Participation Agreement
 - g. Grievance Process
 - h. Referral Procedure if the client is asked to leave the program.
 - i. Job descriptions for staffing of the SOS.
 - j. Good Neighbor Agreement
- B. Provide 24/7 staffing to the SOS documented as follows:
- a. Staff on the payroll must be directly involved in the daily operations of the safe outdoor space.
 - b. Time sheets and activity reports are required and the number of hours on the payroll must match the timesheets.

- c. Activity reports must delineate the activities of daily operations, as outlined in Appendix A. Eligible activities include:
 - i. Outreach
 - ii. Case Management (goal setting, accessing basic needs, referrals to outside services, transportation to appointments)
 - iii. Housing Navigation (voucher applications, apartment showings, housing applications, housing assessments, rental assistance)
 - iv. Assessment (VI-SPDAT, Treat First, DLA)
 - v. Administration (contract management, staffing)
 - vi. Life Skills Training (DLA activities)
 - vii. Employment (supportive employment, job applications, resume building, social security applications if employment is not an option)
 - viii. Security
- C. Provide services including emergency shelter, case management, housing navigation, assessment, skills training, employment, and security.
- D. Use CONNECT/Unite Us for Case Management referrals.
- E. Serve a minimum of 40 unsheltered adult households in the first year of operations.
- F. Participate in the NM Coordinated Entry System (CES), Community Case Conferencing, HMIS and Quality Data Improvement, managed by the New Mexico Coalition to End Homelessness (NMCEH).
 - a. Ensure all staff are trained in completing the VI-SPDAT and navigating the CES.
 - b. Ensure, at minimum, case management staff are licensed and trained in HMIS.
 - c. Complete a VI-SPDAT for every person staying at the SOS.
 - d. Participate fully in weekly case conferencing, taking a strong advocacy role to appropriately house individuals from the SOS.
 - e. Participate fully in quality improvement activities including outreach, data collection and community collaboration.
- G. Report to the city on a quarterly basis on the use of ARPA funds, program outcomes achieved and specifying eligibility of people served using forms provided in Appendix B.
- H. Facilitate weekly meetings with the Site Owner to review:
 - a. Unit Maintenance
 - b. Property Maintenance
 - c. Owner, operator, guest, and neighborhood concerns
 - d. Coordination of Services
- I. Conduct Outreach to identify and engage individuals who are unsheltered and work to assess and refer them to the Safe Outdoor Space as well as added to CES.
- J. Provide ongoing training and development to site staff including, but not limited to, trauma-informed care, crisis intervention and de-escalation, housing first and harm reduction practices.

B. Performance measures. The disproportionately impacted population this project will serve are unsheltered homeless individuals who are unable or unwilling to stay in congregate shelters due to fear of contracting COVID 19 and/or the inability/unwillingness to be vaccinated against the virus, which is a requirement for even the lowest barrier shelters.

C. The Life Link understands that this contract represents a subaward of SLFRF funds, agrees to maintain records to satisfy all compliance requirements for use of SLFRF, and agrees to all reporting requirements for expenditures of SLFRF funds.

3. **Compensation**

The City shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables outlined in the Scope of Work. The total compensation under this Agreement shall not exceed \$440,192.00, 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.

C. Payment shall be made upon acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted. 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.

D. Retainage. Not Applicable – The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

F. 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 on December 31st, 2024. 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. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period

or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

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. **Records and Audit**

During the term of this Agreement and for five years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

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

C. Broader Coverage and Limits. The insurance requirements under this 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.

D. 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.

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
Brittany Rodriguez, Program Manager
PO Box 909
Santa Fe, New Mexico, 87504-0909
bcrodriguez@santafenm.gov

To the Contractor:
The Life Link
Michael DeBernardi, CEO
2325 Cerrillos Road, Santa Fe, NM
drdebernardi@thelifelink.org

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.

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:

THE LIFE LINK:



ALAN WEBBER, MAYOR

DATE: Dec 21, 2023




MICHAEL DeBERNARDI, CEO

DATE: Nov 30, 2023

CRS# 02-097780-00-8

Registration # 29352

ATTEST:



Geraldyn Cardenas (Dec 21, 2023 11:46 MST)


GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/2023 X/V

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Dec 1, 2023 18:07 MST)

EMILY OSTER, FINANCE DIRECTOR

510400/2400122 AL









Life Link Amend-1-Packet

Final Audit Report

2024-11-08

Created:	2024-11-08
By:	Justin Gonzales (jmgonzales@santafenm.gov)
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-  Document created by Justin Gonzales (jmgonzales@santafenm.gov)
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Signature Date: 2024-11-08 - 4:58:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
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