



The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager *Christa Hernandez*

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

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Literacy Volunteers

Munis Vendor Number: 1429

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Literacy Volunteers for the Purpose of Providing Literacy Services In the Total Amount of \$256,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250529.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had \$1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: na **Date:** _____

CPO Comment/Exceptions: Not a Procurement, as per CPD an RFA not needing Procurement

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Vehicles included? Yes | No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: ERIKALUJAN Title: _____ Date: 05/07/2025
ERIKALUJAN (May 7, 2025 14:29 MDT)

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination

CPO Service Determination Email

Procurement document: RFA

Vendor's Application

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

Service Agreement Contract

From: [LOVATO, JOANN D.](#)
To: [HERNANDEZ, CHRISTA](#); [Purchasing DET](#)
Cc: [SANCHEZ, JULIE J.](#)
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:25:40 PM
Attachments: [image001.png](#)

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaña, CPO
Procurement Manager
c: (505) 469-6045



From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | **Cell:** 505-629-3054 | **Email:** chernandez@santafenm.gov





From: HERNANDEZ, CHRISTA

Sent: Tuesday, December 3, 2024 10:28 AM

To: Purchasing DET <purchasing_det@santafenm.gov>

Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>

Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of \$1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications

Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
 - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
 - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services,
date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov



CITY OF SANTA FE

From: [Matt Loehman](#)
To: [HERNANDEZ, CHRISTA](#)
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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

Good afternoon,

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

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

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

On Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

Good Afternoon,

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Christa Hernandez

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CITY OF SANTA FE



COMMUNITY
Is our Greatest Resource

**CITY OF SANTA FE
SERVICE AGREEMENT**

Professional and General Services

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

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city’s identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and/or Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

- A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
- B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
- C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
- D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
- E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
- F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

- A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
- B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
- C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
- D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
- E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
- F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

- G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
- H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
- I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
- J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
- K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
- L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
- M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
- N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
- O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
- P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

- A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.
- B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and its designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.
- C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

<u>Deliverable item</u>	<u>Price</u>
01 Provide literacy services to 256 individuals at \$250.00 per person, per year.	

Compensation for services shall not exceed \$64,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$256,000.00.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

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

- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

6. **Default and Force Majeure**

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

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

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

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

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

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

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults

under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

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

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term

of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

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

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

B. 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.

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.

34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. Invalid Term or Condition

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

36. Enforcement of Agreement

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

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - 2) replace or modify the product or service so that it becomes non-infringing;
- or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which

reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504,
chernandez@santafenm.gov.

To the Contractor: Literacy Volunteers of Santa Fe, 6401 Richards Avenue, Santa Fe NM 87508, letty.naranjo@sfcc.edu.

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

To the Contractor: Literacy Volunteers of Santa Fe, 6401 Richards Avenue, Santa Fe NM 87508, letty.naranjo@sfcc.edu.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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 illegal bribes, gratuities and kickbacks.

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine

restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. Fiscal Year Biannual Calendar:

Mid-year report: July-December

End of year report: January-June

Reports Due:

January 15th

June 15th

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:

Alan Webber, Mayor

DATE: _____

CONTRACTOR:

Literacy Volunteers of Santa Fe

Letty Naranjo

Letty Naranjo, Executive Director

DATE: 05/01/2025

NMBTIN#: 03-274250-00-9

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

[Signature]

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

2400122/510400

Human Services/Grants and Services

Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	\$ 72,000.00	\$ 288,000.00					3250519
2			Esperanza Shelter	\$ 50,000.00	\$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	\$ 54,000.00	\$ 216,000.00					3250522
4			Gerard's House	\$ 56,000.00	\$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	\$ 80,000.00	\$ 320,000.00					3250524
6			Kitchen Angels	\$ 70,000.00	\$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	\$ 80,000.00	\$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	\$ 65,000.00	\$ 260,000.00					3250528
9			Literacy Volunteers	\$ 64,000.00	\$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	\$ 75,000.00	\$ 300,000.00					3250530
11			Santa Fe Dreamers Project	\$ 60,000.00	\$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	\$ 80,000.00	\$ 320,000.00					3250532
13			Scott's House	\$ 40,000.00	\$ 160,000.00					3250533
14			Solace Sexual Assault Services	\$ 60,000.00	\$ 240,000.00					3250534
15			St. Elizabeth Shelter	\$ 80,000.00	\$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	\$ 75,000.00	\$ 300,000.00					3250536
17			The Food Depot	\$ 80,000.00	\$ 320,000.00					3250538
18			The Life Link	\$ 60,000.00	\$ 240,000.00					3250539
19			The Memory Care Alliance	\$ 40,000.00	\$ 160,000.00					3250540
				\$ 1,241,000.00	\$ 4,964,000.00					

Tier Definitions	
<p>Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).</p>	<p>Tier II will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).</p>

Appendix B: Human Services Committee FY 26-29 Application Summaries

- 1. Coming Home Connection***
Provide caregiving, equipment loans and navigation services.
Yearly service projections: 140 individuals
- 2. Esperanza Shelter***
Provide emergency shelter and navigation services.
Yearly service projections: 31 individuals
- 3. Partnership for Community Action- Fathers New Mexico***
Provide navigation services.
Yearly service projections: 27 individuals
- 4. Gerard's House****
Provide English and Spanish grief support groups.
Yearly service projections: 112 individuals
- 5. Interfaith Community Shelter Group, Inc.***
Provide overnight shelter, life-stabilizing services and navigation services.
Yearly service projections: 410 individuals
- 6. Kitchen Angels***
Provide nutritional meal delivery and navigation services.
Yearly service projections: 41 individuals
- 7. La Familia Medical Center DBA La Familia Health***
Provide diabetes education, prevention, and maternal health services.
Yearly service projections: 250 individuals
- 8. Las Cumbres Community Services, Inc.***
Provide navigation services.
Yearly service projections: 26 individuals
- 9. Literacy Volunteers of Santa Fe***
Provide literacy services.
Yearly service projections: 256 individuals
- 10. New Mexico Immigrant Law Center***
Provide legal immigration and navigation services.
Yearly service projections: 42 individuals

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	Max. Score
1. Program Overview	80 points
2. Community Need	40 points
3. Implementation	80 points
4. Collaboration	40 points
5. Program Evaluation	80 points
6. Budget and Sustainability	80 points
TOTAL:	400

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability