



AGENDA

REGULAR MEETING OF
THE VETERAN'S ADVISORY
BOARD
MARCH 23, 2021 AT 5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR VETERAN'S ADVISORY BOARD MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Veterans Advisory Board meeting will be conducted virtually.

Viewing: Members of the public may join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/98973657809?pwd=R1VwRUM3Rm41dEprN3prZjh5MEdOZz09>

Passcode: 221061

Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **(346) 248-7799**

Webinar ID: 989-7365-7809 - Passcode: 221061

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES**
 - a. February 19, 2020



AGENDA

REGULAR MEETING OF
THE VETERAN'S ADVISORY
BOARD
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5. **PUBLIC COMMENT**

6. **PRESENTATIONS**

- a. Santa Fe Veterans Alliance (Elizabeth Martin, Veterans Navigator)

7. **NEW BUSINESS**

- a. Discussion and Vote: Direction of the Veterans Advisory Board
- b. Discussion and Vote: Veterans Advisory Board Budget
- c. Request for Approval of a Contract Amendment for Extend Services for an additional two (2) years, in the total amount of \$60,000.00; Santa Fe Veterans Alliance (Julie Sanchez, YFS Division Director, jjsanchez@santafenm.gov)
- d. Request for Approval of a Memorandum of Agreement for Scholarships to Veterans and their Dependents, in the total amount of \$72,000.00; Santa Fe Community College Foundation (SFCCF) (Julie Sanchez, YFS Division Director, jjsanchez@santafenm.gov)
- e. Request for Approval of a Memorandum of Agreement for Fundraising and Veteran Support Services with the Santa Fe Veterans Alliance]; Santa Fe Veterans Alliance (Julie Sanchez, YFS Division Director, jjsanchez@santafenm.gov)

8. **OLD BUSINESS**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM STAFF**

11. **NEXT MEETING: No Meeting Scheduled**

12. **ADJOURN**



City of Santa Fe

AGENDA

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THE VETERAN'S ADVISORY
BOARD
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Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.



Agenda

**VETERANS ADVISORY BOARD
MEETING AGENDA
Wednesday, February 19, 2020
Market Station Conference Room 500 Market Station
5:00 p.m. – 7:00 p.m.**

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes: January 15, 2020
4. Public Comment
5. New Business/Action Items:
 - a. Subcommittee Updates:
 - i. Admin & Budget
 - ii. Homelessness and Relief
 - a. Navigator Report (A. Cale)
 - iii. Community Events & Education
 - a. Golf tournament 2020 (C. Calvert)
 - b. Other events and opportunities (subcommittee members)
 - iv. Education/Employment/Entrepreneurship
 - a. Updates and opportunities (subcommittee members)
6. Old Business
 - a. Update: Amendment to Resolution No. 2015-18 (J. Sanchez)
 - b. Update: Emergency fund process (A.Cale)
7. Comments from the Chair and Advisory Members
8. Report from Staff
9. Adjournment

Persons with disabilities in need of accommodations, please contact the City Clerk's office at (505) 955-6521 five (5) working days prior to the meeting date.

RECEIVED AT THE CITY CLERK'S OFFICE	
DATE:	February 11, 2020
TIME:	9:16 AM

Veterans Advisory Board
February 19, 2020

Item	Motion/Description	Page
Call to Order	Chris Calvert, Chair of VAB called the meeting to order at 5:08 p.m. in the Railyard Offices.	1
Roll Call	A quorum was established with roll call.	1
Approval of the Agenda	Approved	1
Approval of the Minutes from January 15, 2020	Approved	1
Public Comment		1
New Business/Action Items:		
a. Subcommittee Updates:		2
i. Admin and Budget	Discussion	2
ii. Homelessness and Relief	Discussion	
a. Update on Navigator	Discussion	
iii. Community Events and Education		2-3
a. Golf Tournament 2020	Approved	
b. Other events and opportunities	Discussion	
iv. Education/Employment Entrepreneurship	Discussion	3-4
Old Business		
a. Update: Amendment to Resolution No. 2015-18	Discussion	4
b. Update: Emergency Fund process		4
Comments from the Chair and Advisory Members	Discussion	4-5
Report from Staff	None	5
Adjournment	6:20 p.m.	5
Signatures		6

Veterans Advisory Board
500 Market Place
Santa Fe, NM
Wednesday February 19, 2020

1. CALL TO ORDER

Chris Calvert, Chair of VAB called the meeting to order at 5:08 p.m. in the Railyard Offices. A quorum was established with roll call.

ROLL CALL

Present:

Chris Calvert, Chair
Dorothy Seaton, Vice Chair
Ken Dettelback
Kenny Keelin
Sigrid Hannah Mabel
Rich Christiansen
John Palomino

Absent:

Jim Williams
Anna Vigil

Staff and Others Present:

Anna Cale, City Staff
Angel Avila
Linda Vigil, Stenographer

2. APPROVAL OF AGENDA

MOTION: Motion made to approve the agenda presented with no changes by Mr. Keelin seconded by Mr. Christiansen. Motion passed by unanimous voice vote.

3. REVIEW AND APPROVAL OF MINUTES FROM January 15, 2020

MOTION: Motion made to approve the Minutes presented with no changes by Mr. Christiansen seconded by Mr. Keelin. Motion passed by unanimous voice vote.

4. PUBLIC COMMENT

Angel Avila reported that she hasn't heard anything what has happened with John's position at Pete's Place. Typically, someone from Albuquerque will be covering until position is filled. Ms. Avila mentioned that the Raton social worker is covering by phone.

5. NEW BUSINESS/ACTION ITEMS:

a. Subcommittee reports

i. Admin and Budge

Ms. Seaton said she met with the AARP regarding tax issues. She spoke with a veteran. She invited him the next meeting to meet the board.

ii. Homelessness and Emergency Relief

a.) Update: Navigator Report

Ms. Cale said the report was presented. She said the Veteran that was helped was extremely grateful.

Ms. Seaton asked how long did it take to get the money through?

Ms. Cale said because it went through the Alliance it was pretty painless.

iii. Community Events & Communication

a.) Golf Tournament 2020

Mr. Calvert said it appears that they are going to try to have the golf tournament again this year. However it might be just the Committee, the Alliance and the County Assessor's Office. The tournament will be held at the Marty Sanchez Links de Santa Fe and will be tentatively scheduled for September 25th. He and Elizabeth still need to meet with Jennifer Romero. They have the full cooperation of the County and will have one less entity to split the money with.

Mr. Keelin suggested that they have a partner that is willing to pitch in and market the event. He said they can talk about it later.

Mr. Calvert said that the Mayor is planning a function on the evening of Veterans Day. It will be a fundraiser for veterans. He said it was very preliminary and a lot of the organization will be up to the Committee.

Ms. Seaton asked if there is a concept for the type of event.

Mr. Calvert explained it will be some sort of dinner and they will honor a veteran. It will be an annual event and the Veteran will be recognized for an entire year. He doesn't know who picks the Veteran of the Year.

Mr. Calvert said they will probably get a list from the Mayor on who will be invited.

Mr. Keelin presented a letter of resignation to the Committee and said will have to step down due to his schedule. However he is willing to help with Veterans Day events.

Ms. Seaton said she would consider another quilt award in the Korea era. Mr. Keelin asked how many Korea WWII veterans are there.

Ms. Avila said she is working with a more limited population and she feels there are around 50 veterans that live in the county. Ms. Seaton said they should zero in on one population.

Mr. Calvert agrees because when it comes to making speeches they should focus on one era.

Mr. Keelin said he would look to see the numbers of who is out there and get back to the committee.

Mr. Dettleback said that last year the Chamber of Commerce wanted to have a number of veteran organizations at the Business Expo on April 2nd from 9 to 3. They had five or six organizations and he mentioned that the normal booth fee is \$350.00 but will give it to the Committee for \$150.00. He asked if anyone is interested to please let him know because of the limited capacity.

Mr. Dettleback said they were very successful last year. He said they did it for R&R and VA996, the wall in Angel Fire, and they collected \$2,000.

Mr. Calvert reported that last year he and Elizabeth used the table to promote the golf tournament, tax refunds get sponsors.

Mr. Calvert said he will be out of the country on April 2nd as will Ms. Seaton and Ms. Cale. He asked if anyone is interested from the committee to man the table with Elizabeth. He will talk it over with Elizabeth to see if one of her board members is willing to help.

Mr. Dettleback said he thinks it is a great way to let other veterans know what the Veteran Committee is about.

MOTION: Ms. Seaton made the motion that the Veterans Committee participate pending notice that there is someone to represent their mission seconded by Ms. Mabel which passed by unanimous voice vote.

b) Other events and opportunities

Ms. Mabel mentioned that she heard they were wanting to hold an event for the 50th Vietnam War Anniversary.

Mr. Keelin said that on March 26th at Okay Owingeh is the celebration of the 50th Vietnam War with several different groups. It starts at 9:00 am and the National Cemetery will run it this year. The idea is that you can be just as effective roaming that sort of event than just sitting at a table.

Mr. Calvert said this is something that is a National Event now and will go until 2025. It goes 50 years after the end of the war.

iv. Education/Employment/Entrepreneurship

Ms. Mabel said she saw where the Governor signed a bill to train the Veterans to participate in the film industry. The union is willing to waive the \$850 fee for this initiative. She was disappointed that military spouses were included in this initiative. Ms. Mabel said this is State Legislation for this year and she will send out the information again to the committee.

Mr. Calvert asked to find the sponsor of this legislation and lobby them in the next legislation for an amendment.

Mr. Dettleback said he got involved with the Military Museum. He said the new administrator of the museum has agreed that the second exhibit they do this year will be art and culture.

Ms. Mabel said there might be some opportunities for veterans. She has been in contact with a gentleman who is in charge of the Cyber project for housing. He wants to talk about how to include veterans and it is part of their mandate for affordable housing.

6. OLD BUSINESS

a. Update: Proposed amendment to Resolution No. 2015-18

Julie Sanchez was not present. Ms. Cale reported the only thing she knows about the amendment to the resolution is that it will include alternates. She said that they are moving forward with it and things are happening.

b. Update: Emergency fund process

Ms. Cale said the Emergency Fund Process was successful. Everyone was very responsive and the veteran was served very quickly.

Mr. Calvert said it works fine as long as they have money deposited with the Alliance which is to the tune of \$10,000 plus. As soon as it runs out they have to figure out a way to replenish it or they will be stuck where they were.

Ms. Seaton said she doesn't want them to be reluctant to help veterans because they are worried their money is going to run out. If they are worried the money will run out.

Mr. Calvert said they need to be thinking administratively how they are going to replace the money by allocating money from their budget to the account they have with the Alliance if they can get concurrence with the City that it's the easiest way for everyone and it works for an emergency process. As long as they keep doing the fundraisers they will be fine.

Mr. Dettleback thinks every non-profit should have a strategic plan of fundraising and have ideas on how to raise money for the alliance before running out of money. He has 4 or 5 ideas on how to raise money that he is willing to discuss at a later time. The mentality of a non-profit board needs to be that the primary purpose is fundraising and second is branding a non-profit.

Ms. Mabel said she thinks they should consider going after grants.

Ms. Cale will check the process into how monies can be moved.

7. COMMENTS FROM CHAIR AND ADVISORY MEMBERS

Mr. Dettleback said the Mayor's annual dinner this year will honor R&R. He said there are at least 24 organizations. He would like to have approval to be make a recommendation that the Advisory Board to be honored next year. The dinner is March 21.

Mr. Dettleback said they have 15 members and their first education project at the schools will be next Thursday and they will be teaching the Vietnam War to a class. The Advisory Board needs to get out and let them know what they are doing and he would like to mention that the class is being sponsored by the NM Military Museum Foundation and the Advisory Board.

Ms. Seaton stated for public record it will be noted they gave a donation.

Ms. Mabel said they have had a lot of conversations in the recruiting office at LANL about housing. She didn't appreciate that LANL was one of the bidders for the dormitory space in SF and they didn't get it. They have several candidates that are veterans for jobs but no place for them to live. She said Los Alamos is not able to develop anymore and Santa Fe is the only location candidates can live.

Mr. Christiansen asked about plugging into a site to help with housing. They could maybe propose a page for veterans.

Mr. Calvert said he would like for all the Committee members to try to come up with something on how to solve the problem of housing or talk to people who are willing to provide it.

Mr. Dettleback said they should consider looking into a program that Christus has for their nurses they are training. They provide free housing if they sign with Christus for a few years. He suggested someone go talk to their Nurses Director and talk to her.

Mr. Dettleback said they have been offered 18 vehicles from the National Guard for their museum. They do not have the space for them and the only way they can get the vehicles is if the CCA or the Children's Museum moves out.

Mr. Calvert mentioned that the VA facility in Los Angeles is building housing on their grounds for their homeless veterans. He is wondering if the facility in Albuquerque has ground for veteran housing. He feels the VA in Albuquerque is having problems serving their veterans.

Ms. Avila said each facility has a different doctrine on how they operate and LA might have received a pilot program they might have been able to set up. Here in NM it is an absolute struggle just to get Fisher House, that just opened, built. She said they just can't build anything it has to fit historical look. They are planning to build more parking lots even though it looks like there is plenty. She said they don't even want to house veterans that are ready to go into a nursing home.

Ms. Cale said they have three vacancies on the Human Resources Committee who meet quarterly. She will send out the information to the Committee members.

Mr. Calvert asked the Board who they would like to fill in Mr. Keelin's position. Mr. Calvert said he is holding his resignation letter until they get closer to filling it. The Committee might need Mr. Keelin's position to have a quorum until they get another person to fill his position.

Mr. Calvert said at present they have nine members on the board and need five to make a quorum. Mr. Calvert is trying to get more members on the Board so they can fill in when some of the members are absent.

8. REPORT FROM STAFF

None.

9. ADJOURN

With all business conducted, the Veteran's Advisory Board adjourned at 6:20 p.m.

SIGNATURES

Chris Calvert, CHAIR



Linda Vigil, Stenographer

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and SANTA FE VETERANS ALLIANCE, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**

- a. **Navigation:** the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed veteran's services, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.
- b. **Food Insecure:** lacking reliable access to a sufficient quantity of affordable, nutritious food.
- c. **Homelessness:** the circumstance of being without a permanent dwelling, such as a house or apartment.
- d. **Unemployment:** the circumstance of being without a paid job while available to work. 51-1-42(1) definition.
- e. **Warm hand off:** A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).
- f. **Health Insurance Portability and Accountability Act (HIPAA):** HIPAA (Health Insurance Portability and Accountability Act of 1996) is a federal law that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.
- g. **Protected Health Information (PHI):** The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including

digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

- i. a patient's name, address, birth date and Social Security number;
 - ii. an individual's physical or mental health condition;
 - iii. any care provided to an individual; or
 - iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
 - v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.
- h.* HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.
- i.* Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.
- j.* Veterans Advisory Board (VAB): The Veterans Advisory Board (VAB) was created by the City of Santa Fe to aid and recognize veterans in the greater Santa Fe area. The VAB consists of nine members (currently all veterans) appointed by the Mayor and confirmed by the Governing Body to renewable two year terms. The primary mission of the VAB is to provide assistance to local veterans without duplicating or competing with existing veteran service organizations. The VAB's main emphasis of help is in the areas of housing, employment, education, and emergency assistance.

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2. Scope of Work.

Funding will be utilized for a Navigator position to assist homeless, at-risk and precariously housed veterans only with accessing basic material goods and services like food and shelter, health, and related crisis services that are available to our residents. The applying agency will have the ability to screen veterans for veteran eligibility status and also be able to collaborate with local nonprofits, veteran organizations and boards on outreach and care coordination for participants. Services are for veterans only regardless of discharge status.

Outreach includes making visits and trips to areas where homeless and at-risk veterans may reside or may be encountered. This includes homeless shelters, counseling centers, etc., to ensure that any/all resources are being conveyed and offered to those in need. This outreach should include visits outside of regular business hours. If the Navigator being contracted which exists at an already established agency, they should include new and unduplicated clients, with a priority to those underserved and unconnected clients not currently being serviced by the provider.

The Navigator is strongly encouraged to attend monthly VAB meetings to hear about upcoming events, provide reporting and share updates related to their duties.

- A. The Contractor shall perform the following work:
- 1) Category 1 services: Referrals and short-term assistance; an example would be assisting with food and human needs, temporary housing and referrals to services.
 - 2) Category 2 services: Long-term and more intensive services; an example would be assisting a Veteran from beginning to end with a transition from homelessness into safe housing.
 - 3) Safety-net and navigation services to impact the goals and priority areas outlined by the Veterans Advisory Board.
 - 4) Follow up on referrals from VAB and/or veterans accessing the VAB assistance fund.
 - 5) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
 - 6) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food. The CMS Screening Tool, VI-SPDAT or other tools designated by the VAB may be required as part of funding.

- 7) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:
 - a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.
 - b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.
- 8) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and Veterans Advisory Board. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.
- 9) Provide Special Projects Administrator or other appointed City staff with monthly/quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served. Initially reporting will be monthly until the VAB is satisfied that the contractor/navigator demonstrates the ability to fulfil the needs of the contract; reporting will then be quarterly.
- 10) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or navigation services.
- 11) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.
- 12) Ensure as appropriate that veterans served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. Performance Measures.

Contractor shall substantially perform the following:

- 1) Number of homeless and at risk veterans receiving navigation services in the Santa Fe area.
- 2) Number of newly identified homeless and at risk veterans needing services not previously identified.
- 3) Reduce veterans entering homelessness within the Santa Fe area.
- 4) Increased housing of homeless veterans.

C. Deliverables:

- 1) Navigation services to a minimum of 182 veterans.
- 2) Initially, reporting will be monthly until the VAB is satisfied that the contractor/navigator demonstrates the ability to fulfil the needs of the contract; reporting will then be quarterly.
- 3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Veterans Advisory Board in obtaining its goal(s) as set forth in its Strategic Plan.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$30,000).

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred dollars (\$300.00) per unduplicated veteran navigated under a category 2 service delivery model for up to 38 persons in FY20, and a rate of twenty-five dollars (\$25.00) per unduplicated veteran navigated under a category 1 service delivery model for up to 144 persons up for a total of fifteen thousand (\$15,000.00). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$15,000.00) in FY20.**

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred dollars (\$300.00) per unduplicated veteran navigated under a category 2 service delivery model for up to 38 persons in FY21, and a rate of twenty-five dollars (\$25.00) per unduplicated veteran navigated under a category 1 service delivery model for up to 144 persons up for a total of fifteen thousand (\$15,000.00). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$15,000.00) in FY21.**

B. Payment in FY20 and FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City and the VAB. All

invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; **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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **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.**

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the 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.

6. Status of Contractor.

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

7. 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.

8. 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.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/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.

10. Release.

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

11. 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 the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this 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.

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 Article 12 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 Article 12 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 Article 12 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.

14. Amendment.

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

B. If the City proposes an amendment to the 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 Article 4 herein, or to agree to the reduced funding.

15. 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 Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. 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.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

18. 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 Section 38-3-1 (G) NMSA 1978. 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.

19. 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.

20. 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.

21. Other 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. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

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

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

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

24. 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.

25. 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.

26. 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.

27. Notices.

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

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@santafenm.gov].

To the Contractor: [Santa Fe Veterans Alliance, PO BOX 321, Mendanales, NM 87548, max4martin@yahoo.com].

28. Authority.

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

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES 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.

30. Reporting.

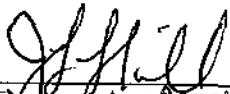
Grantees shall submit Monthly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Monthly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT or Special Projects Administrator no later than the 10th of the month. If the 10th falls on a weekend reports will be due the following Monday by close of business. Monthly Reports shall include the following:

- A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current month (if not already included in

reporting template), veterans served through the VAB support services fund; reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the BOARD.

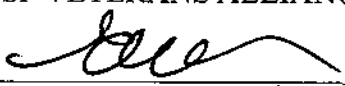
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:



Jared LaFreniere
Interim City manager

DATE: 7/17/19

CONTRACTOR:
SF VETERANS ALLIANCE

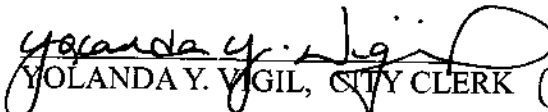

NAME: Elizabeth Martin
TITLE: Coordinator

DATE: 8/30/19


Sarah French
SEC/TREASURER
9/4/19

CRS# EXEMPT
REGISTRATION# BUS-000233-2019

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY
8/7/19

APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR

22605.510310

ITEM # 18-0201

**CITY OF SANTA FE
AMENDMENT No. 1 TO
MEMORANDUM OF UNDERSTANDING**

AMENDMENT No. (the "Amendment") to the CITY OF SANTA FE MEMORANDUM OF UNDERSTAND, dated 25th day of May, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Community College Foundation (the "SFCCF"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. On August 2016, the City of Santa Fe Veterans Advisory Board (VAB) met and discussed gaps in services and potential opportunities to invest the Veterans Advisory Board Funding. It was through this discussion, the VAB found that there is a lack of funding being provided for veterans and their dependents for post-secondary education. The Vice-Chair of the VAB met with the Santa Fe Community College Foundation Director for the purpose of discussing the leveraging of funding 1:1 match between the Santa Fe Community College Foundation (SFCCF) and the VAB in the amount of \$18,000.00. The VAB make a recommendation and unanimously voted to allocate \$18,000.00 to be equally matched dollar for dollar through the Santa Fe Community Foundation. In December of 2015, the City Council unanimously voted to approve this transaction.

B. This Amendment will correct the language under Purpose, so that the amount of \$18,000 is paid annually.

C. Pursuant to Article 9 of the Agreement, 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. PURPOSE

Article 1 of the Agreement is amended, so that Article 1 reads as follows:

A. To provide scholarship money in the amount of eighteen thousand dollars (\$18,000.00) annually for veterans and their dependents to be administered through the SFCCF.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement 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 Memorandum of Understanding as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Santa Fe Community College
Foundation

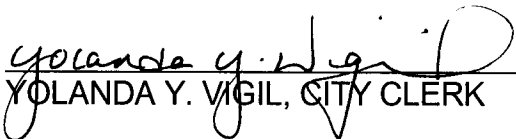

BRIAN K. SNYDER, CITY MANAGER


NAME & TITLE EXECUTIVE DIRECTOR

Date: 02/20/2018

Date: 3/2/18

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK



APPROVED AS TO FORM:

MPM 2/14
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

Adam K. Johnson 2-23-18
ADAM K. JOHNSON, FINANCE DIRECTOR Au

22605.510400
Business Unit/Line Item

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into this 1st day of July, 2018, by and between the City of Santa Fe, a New Mexico municipal corporation ("City") and the Santa Fe Veterans Alliance, a New Mexico non-profit corporation ("Alliance"), 7207 Avenida El Nido, Santa Fe, New Mexico 87507.

RECITALS

WHEREAS, the City has established and presently is operating the Veterans Advisory Board, ("VAB") for the benefit of veterans living in the Santa Fe area; and

WHEREAS, the governing body of the City recognizes that it is advisable and necessary to obtain the support and cooperation of groups organized to support efforts to benefit veterans in the Santa Fe area, such as the VAB; and

WHEREAS, Alliance is an organization, the members of which volunteer their time to support and promote veterans living in the Santa Fe area; and

WHEREAS, the City and Alliance wish to establish the terms under which they may mutually support the activities of each other.

NOW, THEREFORE, the City and Alliance agree to the following:

ARTICLE 1. UNDERTAKING OF ALLIANCE

- 1.1 Purpose.** Alliance is organized exclusively for charitable and educational purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code. Specifically the purpose of Alliance is for fundraising and contributing to the needs of Santa Fe veterans. Apart of this purpose is to increase the VAB's resources to local veterans and veteran agencies, to stimulate the use of the VAB's resources, and to encourage and support basic safety net service programs through the VAB. Said purposes are to be accomplished in cooperation with the City officials responsible for the VAB, and in a manner and for purposes consistent with the general policy directives established by such officials, including the Mayor and City Council and in immediate coordination with the Community Services Department Director (the "Director"), VAB Board Liaison (the "Liaison"), and the VAB Board Chair (the "Chair").
- 1.2 Promotion and Fund-raising.** Alliance will use its best efforts to promote and assist in the development of the VAB's activities, shall seek to develop broad, public, private and

volunteer support for the needs of Santa Fe area veterans and develop and implement a fundraising plan to support said needs.

- 1.3 Donations.** Donations to the VAB are to be considered as donations to the Alliance for tax-deductible purposes; however, it shall be the responsibility of any individual who donates to the Alliance or to the VAB for transfer to the Alliance, donations will be cash, credit/debit card, check, cashier's checks and money order only.
- 1.4 Deposit and Use of Funds.** Alliance agrees that the proceeds from the sale of materials and all other funds raised, including membership fees, less Alliance' operating expenses, are to be used solely to accomplish the specific purpose of Alliance as stated in Section 1.1 above in accordance with Alliance Articles of Incorporation and By-Laws. Alliance further agrees that all funds will be accounted for and regularly deposited in accounts designated for those purposes.
- 1.5 Funding of VAB Programs.** Whereas we fully understand that the Alliance has the ability to pay directly and independently for veteran's needs, the Alliance agrees to the extent it has funds available and as determined by its Board, to provide funding for various VAB programs. In the spring of each year, the City shall provide to Alliance a list of its funding needs, for Alliance consideration, for the upcoming fiscal year. Needs will be based on community data and a community wide needs assessment. The parties shall then meet to discuss the list and finalize the list of programs and expenses, which will be paid by Alliance.
- 1.6 Not-For-Profit status.** Alliance will organize itself and its activities so as to remain a New Mexico non-profit corporation in good standing, and so as to maintain its tax-exempt status under Section 501(c) (3) of the Internal Revenue Code, as amended or renumbered, or any similar successor statute.
- 1.7 Cooperation.** Alliance agree to work cooperatively with the VAB and its Liaison and/or Chair on all matters relating to the VAB and to recognize that Liaison and Director are employees of the City and that City process and procedure are required to be followed and Alliance agrees to comply with such processes and procedures so as to affect its purposes, *supra*. Such cooperation includes open and transparent dealings between the City and Alliance on all matters where Alliance are acting for the benefit of the VAB.

It is understood that no city appointed or employed agent will have voting rights but will act as an ex officio member.

ARTICLE 2. UNDERTAKINGS OF THE CITY

- 2.1 Advice to Alliance.** The VAB Chair, Liaison, and/or Director may periodically provide to the Alliance suggested fund-raising priorities and objectives based on a community

wide needs assessment and available data which would be presented to the Alliance. All suggestions will be strongly considered by the Alliance Board, but the final decision will rest with the Alliance Board. Coordination will happen at the Alliance Board's regularly scheduled meetings.

- 2.2 Assistance by Staff and VAB Members.** In consideration for the services and funding provided by Alliance pursuant to this Agreement and upon approval of the Director, the City agrees to permit and encourage the staff liaison of the VAB and VAB Members to assist Alliance with its fund raising activities to the extent such activities are provided for the benefit of the VAB, are City or City-sponsored programs, or complement or support the responsibilities of the VAB. Alliance understands that any such assistance may be withdrawn at any time at the discretion of the Director.
- 2.3 Promotion of Alliance.** When Materials are available, the City shall provide same to Alliance in consideration for the services, marketing, and publishing provided by Alliance pursuant to this Agreement. City will make an active effort to promote activities, events and accomplishments of the Alliance.
- 2.4 Material Procurement.** City will assist with procurement of materials for example, brochures, loaning of chairs and tables, for Alliance events at no cost or low cost to the Alliance, if available.
- 2.5 Funding.** When available the City will provide fund matching through the VAB fund to that of the Alliance, when VAB funding is available.
- 2.6 City Representative.** The Director and Liaison will administer this Agreement on behalf of the City.

ARTICLE 3. TERM, TERMINATION AND RENEWAL.

- 3.1 Term.** This Agreement shall commence on July 1st, 2018 upon final execution by the parties and continue for a period of three (3) years thereafter from July 1st, 2018, unless sooner terminated as provided herein.
- 3.2 Renewal.** This Agreement may be renewed by mutual written agreement of the parties for such period or periods of time as may be agreed upon. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and upon any successors and assigns.
- 3.3 Termination for Convenience.** This Agreement may be terminated by either party for convenience and without cause effective upon written notice to the other party at least sixty (60) days in advance.

3.4 Termination for Cause. If either the City or Alliance breach any material term of this Agreement, the other party may cause the Agreement to be terminated by giving written notice of the termination to the other party. The notice will state the effective date of termination, which will be no sooner than thirty (30) days after written notice is given pursuant to Section 5.19 herein.

3.4.1 The action(s) of an individual member of the Alliance or City or VAB shall not constitute a material breach of this Agreement unless the Board fails to take reasonable action to remedy the situation upon learning of such action(s).

3.5 On Termination.

3.5.2 Accounts. If this Agreement is terminated and Alliance is dissolved and liquidated, all accounts of Alliance shall be transferred, subject to all requirements of the Nonprofit Corporation Act, to a successor organization(s), mutually approved by the Alliance Board and the City on or before the date of termination. In such event, the successor organization shall honor, to the maximum extent possible, the instructions of contributors and donors to Alliance. If the parties cannot agree to a successor organization, the parties shall, to the extent not inconsistent with the Nonprofit Corporation Act, submit to binding arbitration in Santa Fe, New Mexico under the New Mexico Arbitration Act. If the Agreement is terminated and Alliance continues to exist as an organization, Alliance will continue to support the purposes listed in Section 1.1. This provision shall survive the termination of this Agreement.

ARTICLE 4. MISCELLANEOUS

4.1 Non-profit Corporation. Alliance agrees to continue its organizational status and activities so as to maintain its status as a New Mexico non-profit corporation in good standing and a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

4.2 Articles and Bylaws. The City and VAB has reviewed Alliance' Bylaws and found them acceptable. Upon any change to the Bylaws, Alliance will furnish a copy of the revised Bylaws to the City.

4.3 Independent Status. Alliance agrees that it is acting in a separate legal capacity and not as an agent of the City.

4.4 Approval Required. This Agreement shall not become effective or binding until approved by the City's Manager.

4.5 Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned as a

result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

- 4.6 **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.
- 4.7 **Third Party Beneficiaries.** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Alliance. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
- 4.8 **Assignment.** Neither the City nor the Alliance shall assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without the prior written approval of the other party.
- 4.9 **Amendment.** This Memorandum of Understanding shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the City and Alliance have executed this Agreement as of the date first above written.

CITY OF SANTA FE:

Approved By:



City Manager

Date: 6/29/18

Attest:


Yolanda Y. Vigil, City Clerk YLV

SANTA FE VETERANS ALLIANCE:

By: 

Title: CHAIR

Date: 7/18/18

Approved as to Form:

ADAM 6/15
City Attorney

Approved:

Clifford (for Bradley Hunt)
Finance Director - Interim