



AGENDA

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
APRIL 07, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR QUALITY OF LIFE COMMITTEE 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 Quality of Life Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenmgov.zoom.us/j/91023070113?pwd=QTJrQjl3M2c3TFpCRjVaRkJYZU53UT09>.

Passcode: 141109

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: **US: 1 (346) 248-7799 - Webinar ID: 910 2307 0113 - Passcode: 141109**

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 CONSENT AGENDA**
5. **APPROVAL OF MINUTES**



AGENDA

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
APRIL 07, 2021
5:00 PM
ATTEND VIRTUALLY

- a. Approval of the March 17, 2021 Quality of Life Committee Meeting Minutes.

6. PRESENTATIONS

- a. The Economic Development Fund. (Rich Brown, Community Development Director: rdbrown@santafenm.gov, 955-6625; and Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303)

7. ACTION ITEMS: CONSENT

- a. Request for the Approval of an Amendment to Contract Item#20-0396 in the Total Amount of \$57,579 for the Senior Volunteer Programs; State of New Mexico Aging and Long Term Services Department; (Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710).

Committee Review:

Finance Committee Meeting: 3/22/2021

Quality of Life: 04/07/2021

Governing Body: 04/14/2021

- b. Request for the Approval of Contract Amendment No.1 for Professional Service Contracts to Change the Scope of Work for YouthWorks; (Julie Sanchez, Youth & Family Services Division Director: jjsanchez@santafenm.gov, 505-955-6678)

Committee Review:

Finance Committee: 3/22/21

Quality of Life: 4/7/21

Governing Body: 4/14/21

- c. Request for Approval of St. Elizabeth Shelter Contract Amendment No. 1 to Extend the Term and Scope of Service; (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:

Finance Committee: 4/5/21

Quality of Life: 4/7/21

Governing Body: 4/14/21



AGENDA

- d. Request for Approval of Contract Amendment No.1 for Santa Fe Recovery to Change the Scope of Work. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:

Finance Committee: 4/5/21

Quality of Life: 4/7/21

Governing Body: 4/14/21

- e. Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:

Finance Committee: 4/5/21

Quality of Life: 4/7/21

Governing Body: 4/14/21

- f. Request for The Food Depot Contract Amendment; Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:

Finance Committee: 4/5/21

Quality of Life: 4/7/21

Governing Body: 4/14/21

- g. Request for Kitchen Angels Contract Amendment, Term Extension . (Elizabeth Peterson, Children and Youth Program manger: empeterson@santafenm.gov, 505-470-3186)

Committee Review:

Finance Committee 4/5/21

Quality of Life 4/7/21

Governing Body 4/14/21

- h. Request for Esperanza Shelter Contract Amendment, Term Extension (Elizabeth Peterson, Children and Youth Program Manager: empertson@santfenm.gov , 505-470-3186)



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Committee Review:

Finance Committee: 4/5/21

Quality of Life: 4/7/21

Governing Body 4/14/21

- i. Request for Youthworks Contract Amendment, Term Extension (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov , 505-470-3186)

Committee Review:

Finance Committee: 4/5/21

Quality of Life: 4/7/21

Governing Body 4/14/21

- j. Request for Literacy Volunteers Contract Amendment, Term Extension (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:

Finance Committee: 4/5/21

Quality of Life: 4/7/21

Governing Body 4/14/21

- k. Request for The Life Link Contract Amendment, Term Extension (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:

Finance Committee: 4/5/21

Quality of Life: 4/7/21

Governing Body 4/14/21

- l. Request for Coming Home Connection Contract Amendment, Term Extension (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov , 505-470-3186)

Committee Review:

Finance Committee: 4/5/21

Quality of Life: 4/7/21

Governing Body: 4/14/21



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- m. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)
A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

Introduced: 3/31/21
Public Works and Utilities Committee: 03/29/21
Governing Body: 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 4/12/21
Governing Body: 4/28/21

- n. CONSIDERATION OF BILL NO. 2021-9. An Ordinance Amending Section 11-14.5 SFCC 1987 to Dedicate Half the Sales From Any Sale or Lease of City-Owned Land and Buildings to the Affordable Housing Trust Fund; and Amending Section 26-3.6 to Add the Dedication to the Affordable Housing Trust Fund. (Councilor Lindell, Mayor Webber, and Councilors Abeyta, Romero-Wirth, and Cassutt-Sanchez) (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346 and Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:

Introduced: 2/11/21
Public Works and Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Governing Body (Public Hearing): 04/28/21

- o. CONSIDERATION OF BILL NO. 2021-10. An Ordinance Amending Section 18-11.3 SFCC 1987 to Define “Taxable Premises” Consistently with State Statute and to Add a Definition for “Permanent Resident”; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee,



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and to Dedicate the Occupancy Tax Collected on the Thirty-First Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Introduced: 2/11/21
Public Works and Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 04/12/21
Governing Body (Public Hearing): 04/28/21

- p. CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Councilor Rivera, Councilor Vigil Coppler, and Councilor Romero-Wirth) (Geronimo Griego, Acting Fire Marshal: gggriego@santafenm.gov, 955-3310)

COMMITTEE REVIEW:

Introduced: 3/10/21
Quality of Life Committee: 4/7/21
Governing Body (public hearing): 4/14/21

- 8. **MATTERS FROM STAFF**
- 9. **MATTERS FROM THE COMMITTEE**
- 10. **MATTERS FROM THE CHAIR**
- 11. **NEXT MEETING: Wednesday, April 21, 2021**
- 12. **ADJOURN**



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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.



MINUTES

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
MARCH 17, 2021
5:00 PM
VIRTUAL MEETING

1. **CALL TO ORDER**

Start Time: 5:01 PM

2. **ROLL CALL**

Members Present:

Councilor Carol Romero-Wirth
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Jamie Cassutt-Sanchez
Councilor Chris Rivera

Members Excused:

Others Attending:

Jennifer Faubion, Council Liaison
Jesse Guillen, Legislative Liaison
Kyra Ochoa, Community Services Department Director
Andrew Padilla, Chief of Police
Kyle Mason, Attendee
Ben Valdez, Attendee
Julie Sanchez, Attendee
Brian Williams, Attendee
Gino Rinaldi, Attendee
Rich Brown, Attendee
Paul Joye, Attendee

Blake Byford and David Izraelevitz were also in attendance.

3. **APPROVAL OF AGENDA**



MINUTES

REGULAR MEETING OF
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MOTION: Councilor Rivera moved, seconded by Councilor Cassutt-Sanchez, to approve the agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

Councilor Villarreal moved items 6a, 6b, 6c, 6d from the consent agenda to the discussion agenda.

Councilors Villarreal and Rivera request to cosponsor item 6e.

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the consent agenda as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

5. APPROVAL OF MINUTES

- a. Approval of the March 3, 2021 Quality of Life Committee Meeting Minutes.



MINUTES

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
MARCH 17, 2021
5:00 PM
VIRTUAL MEETING

MOTION: Councilor Villarreal moved, seconded by Councilor Garcia, to approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

6. ACTION ITEMS: CONSENT

- a. Request for the Approval of a Budget Adjustment Resolution in the Total Amount of \$569,885 for the budget transfer (BAR) of Community Service Division Youth staff positions and operating budget to the Recreation Division; (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov , 505-955-6603) **Committee Review:**
Quality of Life Committee: 03/17/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None



MINUTES

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VIRTUAL MEETING

Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

- b. Request for Approval of Sole Source Purchase of EOD Robot from Northrop Grumman, Remotec, Inc. \$305,001 of Funds 100% Reimbursable from the 2019 State Homeland Security Grant Program. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:

Public Safety Committee: 3/xx/2021
Quality of Life Committee: 3/17/2021
Finance Committee: 3/22/2021
Governing Body: 3/24/2021

Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Rivera, to approve the purchase as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: Councilor Villarreal

- c. Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez.



City of Santa Fe

MINUTES

REGULAR MEETING OF
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MARCH 17, 2021
5:00 PM
VIRTUAL MEETING

(Kyle Mason, Emergency Management Director, [505-955-6704](tel:505-955-6704), kamason@santafenm.gov)

Committee Review:

Quality of Life Committee: 7/1/2020; 3/17/2021

Finance Committee: 3/1/2021

Governing Body: 3/31/2021

Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

MOTION: Councilor Villarreal moved, seconded by Councilor Rivera, to deny the joint powers agreement as presented.

VOTE: The motion was denied on the following Roll Call vote:

For: Councilor Villarreal

Against: Councilor Romero-Wirth, Councilor Cassutt-Sanchez

Abstain: Councilor Garcia, Councilor Rivera

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Rivera, to move the joint powers agreement forward with no recommendation.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Cassutt-Sanchez, Councilor Rivera

Against: Councilor Villarreal

Abstain: Councilor Garcia

- d. Request for Approval of Collective Bargaining Agreement (Union Contract) Between the Santa Fe Police Officer's Association and the City of Santa



City of Santa Fe

MINUTES

REGULAR MEETING OF
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Fe. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:

Quality of Life Committee: 3/17/21

Finance Committee: 3/22/21

Governing Body: 3/31/21

Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt-Sanchez, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

- e. CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Supporting the Creation and Management of TreeSmart Santa Fe, a Comprehensive Tree Canopy Project in the City of Santa Fe. (Councilor Romero-Wirth and Councilor Cassutt-Sanchez) (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

Committee Review:

Quality of Life Committee: 3/17/21

Finance Committee: 3/22/21

Governing Body: 3/31/21

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the resolution as presented.



City of Santa Fe

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VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia,
Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

7. **PRESENTATION**

- a. CARES Act Small Business Impact & Future Federal/State Funding. (Rich Brown, Community Development Director: 505-955-6625, rdbrown@santafenm.gov)

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Wednesday, April 7, 2021**

12. **ADJOURN**

End Time: 7:43 PM


Liaison

Chair



City of Santa Fe, New Mexico

Memorandum



DATE: March 8, 2021

TO: Quality of Life Committee
Finance Committee
Governing Body

VIA: Kyra Ochoa, Community Services Department Director *Kyra Ochoa*
Gino Rinaldi, Division of Senior Services Director

FROM: Anya Alarid, Senior Services Program Manager *Any Alarid*

ITEM AND ISSUE:

Request for the Approval of an Amendment to Contract Item#20-0396 in the Total Amount of \$57,579 for the Senior Volunteer Programs; State of New Mexico Aging and Long Term Services Department ; Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:

In February 2021, the New Mexico Aging and Long-Term Services Department and Senior Services Bureau reviewed the budgetary status of state fund allocations of all programs as they relate to fiscal year 2021. Based off the first two-quarter expenditures and expenditure projections the contract has been reduced by \$57,579 and will be distributed as follows; a budget decrease of \$13,519 for the Foster Grandparent Program, \$35,597 for the Senior Companion Program, and \$8,463 to the Retired Senior Volunteer Program.

Due to the Covid-19 pandemic, the Senior Volunteer Programs have not been able to operate in a fully functional manner. In normal circumstances, a portion of the state funding would have been expended after the first two quarters for mileage reimbursement, AARP driver safety courses, volunteer uniforms, etc. We will continue to strive to adjust and modify our programs during these unprecedented times and resume normal volunteer services once it is safe to do so.

CONTRACT NUMBER:

The FY21 Munis contract number is 3201926

FUNDING SOURCE:

The funding source is:

Fund Name/Number: SENCITZGRT/Fund 241

Munis Org Name/Number: Senior Volunteer Programs/2410116

ACTION REQUESTED:

Department Name respectfully requests your review and approval.

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #21-624-4000-0024
AMENDMENT No. 01

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 2, Compensation, is hereby amended to read as follows:

2. Compensation.

A. The Procuring Agency shall pay to the Contractor per Attachment 2, Budget a **decrease of (\$13,519.00) for Foster Grandparent Program (FGP), a decrease of (\$35,597.00) for the Senior Companion Program, and a decrease of (\$8,463.00) for RSVP. No changes to the Scope of Work.** A total **decrease** in compensation for FY21 of **(\$57,579.00)** including GRT and expenses. The total contract compensation including this amendment will not exceed \$246,421.00.

All other articles to remain the same.

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Katrina Hotrum-Lopez, Cabinet Secretary
Aging and Long-Term Services Department

By: _____ Date: _____
Sarah Jacobs, Chief Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Valerie Garcia, Chief Financial Officer
Aging & Long-Term Services Department

By: _____ Date: _____
Mayor, Alan M. Webber

By: _____ Date: _____
Kristine Bustos-Mihelcic, City Clerk

By: Marcos Martinez Date: Mar 10, 2021
Marcos Martinez (Mar 10, 2021 08:13 MST)

Marcos Martinez, Senior Assistant City Attorney

By: _____ Date: _____
Mary McCoy, Finance Director

Attachment 2
BUDGET
Contract # 21-624-4000-0024-01
CITY OF SANTA FE
Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract amendment is to amend funding for FY21 as follows:

PROGRAM	AMOUNT
Foster Grandparent Program	\$72,120.00
Senior Companion Program	\$125,864.00
RSVP	\$48,437.00

The total amount payable under this Contract shall not exceed \$246,421.00.

Services will be provided to ALTSD-approved participants every month of the contract year in Santa Fe County.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201926

Contractor: State of New Mexico- Aging and Long Term Services Department

Description: Administer the Senior Volunteer Programs- Foster Grandparent Program, Senior Companion Program, and the Retired Senior Volunteer Program

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/20 Term End Date: 06/30/21

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
The City of Santa Fe, Division of Senior Services has been receiving grant funds from the State of New Mexico over 20+ years to administer the Senior Volunteer Programs. This will be an amendment to the original contract with a decrease of \$57,579.

3. Procurement History: _____

Frank D. Conway
Frank D. Conway (Mar 12, 2021 10:55 MST)

Mar 12, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: 13-1-98 A. state agency to local public body (entity to entity)

4. Funding Source: State of New Mexico Org / Object: 2410116/490240

Alexis Lozano
Alexis Lozano (Mar 10, 2021 18:07 MST)

Mar 10, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # 505-955-4744

Email: aalarid@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Aging and Long Term Services Department

Procurement Title: Amendment to Senior Services Intergovernmental Agreement

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Community/Senior Services Staff Name Anya Alarid

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Anya Alarid Program Manager 03/08/21
 Department Rep Printed Name (attesting that all information included) Title Date


 Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.






Amendment to Volunteer Program State Contract

Final Audit Report

2021-03-10

Created:	2021-03-10
By:	Anya Alarid (aalarid@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArat2w57-rCsVkuUpEfkyku4qVwA4KIiSh

"Amendment to Volunteer Program State Contract" History

-  Document created by Anya Alarid (aalarid@ci.santa-fe.nm.us)
2021-03-10 - 8:16:49 PM GMT- IP address: 63.232.20.2
-  Document emailed to Kyra Ochoa (krochoa@ci.santa-fe.nm.us) for signature
2021-03-10 - 8:17:31 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@ci.santa-fe.nm.us)
2021-03-10 - 8:29:41 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kyra Ochoa (krochoa@ci.santa-fe.nm.us)
Signature Date: 2021-03-10 - 8:30:03 PM GMT - Time Source: server- IP address: 97.88.230.12
-  Agreement completed.
2021-03-10 - 8:30:03 PM GMT









GB SENIORS VOLUNTEER PROGRAM GRANT

Final Audit Report

2021-03-12

Created:	2021-03-10
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmTVL3AJJg1NhCXeHYwvB4g5TGgUcEE2z

"GB SENIORS VOLUNTEER PROGRAM GRANT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-10 - 9:43:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-10 - 9:45:23 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-11 - 1:04:23 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-11 - 1:07:18 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-11 - 1:07:19 AM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
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-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-12 - 2:55:12 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-12 - 2:55:12 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/22/21
FOR CITY COUNCIL MEETING OF 03/31/21

o) Request for the Approval of an Amendment to Contract Item#20-0396 in the Total Amount of \$57,579 for the Senior Volunteer Programs; State of New Mexico Aging and Long Term Services Department; (Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710).

Committee			Review:
Finance	Committee	Meeting:	3/22/2021
Quality	of	Life:	04/07/2021
Governing Body: 04/14/2021			

FINANCE COMMITTEE ACTION:

Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21



City of Santa Fe, New Mexico

Memorandum



DATE: February 18, 2021

TO: Alan Webber, Mayor and City Council
Quality of Life Committee and Finance Committee

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Director *KO*
KO

FROM: Julie Sanchez, Youth and Family Services Division Director *jjs*
jjs

ITEM AND ISSUE:

Request for the Approval of Contract Amendment for Professional Service Contract – Change of Scope of Work for YouthWorks; (Julie Sanchez, jjsanchez@santafenm.gov and 505-570-7355)

BACKGROUND AND SUMMARY:

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The Commission which was recently merged with the Regional Juvenile Justice Board administers its CYFD funding to agencies looking to impact and prevent youth crime in the Santa Fe region. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on the need.

A human error caused the billing amounts to not match what was awarded by CYFD, the scope of service change reflects the billing amounts awarded by CYFD:

- a. Serve 34 youth clients
- b. Serve 34 youth clients with Intake/Assessment x \$65.00 per youth
- c. Provide 306 hours of Case Management at \$40.00 per hour
- d. Provide 136 hours of Family Support x \$40.00 per hour
- e. Provide 100 Home Visits x \$40.00 per visit
- f. Provide 34 Discharge Plans x \$75.00 per youth

The Commission works cooperatively with the Community Services 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 our community. The Commission has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Juvenile Justice Subcommittee of the Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

CONTRACT NUMBER:

Munis Contract # 3202277

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Juvenile Justice Fund/Fund 223

Munis Org Name/Number: Juvenile Justice/2230123

Munis Object Name/Number: Other Consulting/510340

ACTION REQUESTED:

The Community Services Department and Youth and Family Services Division respectfully requests your review and approval.

Signature: 
Julie Sanchez (Feb 10, 2021 15:47 MST)

Email: jjsanchez@santafenm.gov




Memo YouthWorks JJ Amendment 1

Final Audit Report

2021-02-18

Created:	2021-02-18
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnhgLEKE_7CFI6aISGJhoXYeeZJE4Xac

"Memo YouthWorks JJ Amendment 1" History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-18 - 10:03:38 PM GMT- IP address: 63.232.20.2
-  Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-18 - 10:04:09 PM GMT
-  Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-18 - 10:47:22 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-18 - 10:47:55 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-02-18 - 10:47:55 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
20-0556**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **YOUTHWORKS** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the following: For each fiscal year, YouthWorks will provide Intensive Community Monitoring services to high-risk youth up to age 21.

B. Pursuant to Article 14 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. SCOPE OF WORK

Article 1, Subparagraph A, paragraph 1 of the Agreement is amended to reflect an adjusted rate increase. Article 1, Subparagraph A, paragraph 1 reads in it's entirety as follows:

The Contractor shall perform the following work:

- 1) Provide CYFD outlined services in Intensive Community Monitoring:
 - a. Serve 34 youth clients
 - b. Serve 34 youth clients with Intake/Assessment x \$65.00 per youth
 - c. Provide 306 hours of Case Management at \$40.00 per hour
 - d. Provide 136 hours of Family Support x \$40.00 per hour

- e. Provide 100 Home Visits x \$40.00 per visit
- f. Provide 34 Discharge Plans x \$75.00 per youth

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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

Date: _____

CONTRACTOR:
YouthWorks

Melissa Schuyler Exec. Director
NAME TITLE
Date: 02/02/2021

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2230123.510340 AL
MUNIS ORG/OBJ AL

Item#20-0556

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **YOUTHWORKS**, 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. Scope of Work.

Program Categories	CYFD Priority Area
<input type="checkbox"/> Strengthening Families	Delinquency Prevention
<input checked="" type="checkbox"/> Intensive Community Monitoring	Alternatives to Detention
<input type="checkbox"/> Gender Specific <input type="checkbox"/> Girls <input type="checkbox"/> Boys	Gender Specific Services

- A. The Contractor shall perform the following work:
 - 1) Provide CYFD outlined services in Intensive Community Monitoring:
 - a. Serve 40 youth clients
 - b. Provide 40 youth clients with Intake/Assessment x \$55.25 per youth
 - c. Provide 306 hours of Case Management x \$40.00 per hour
 - d. Provide 136 hours of Family Support x \$40.00 per hour
 - e. Provide 100 visits of Home Visit x \$40.00 per hour
 - f. Provide 40 Discharge Plans x \$63.75 per youth
 - 2) Possible bi-monthly presentation to the Regional Juvenile Justice Board on the progress of the program.
 - 3) Ensure as appropriate, that providers serving underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American including

serving low to very low-income households are trained on racial equity, inclusion and responsiveness.

B. Performance Measures.

1) Contractor shall substantially perform the following based on Intensive Community Monitoring:

- a. Decrease of five percent (5%) in negative criminal behavior;
- b. Increase of five percent (5%) in grades, attendance and overall behavior in school
- c. or educational setting;
- d. Decreased number of contacts made with each client;
- e. Number of clients who successfully complete the program requirements; and
- f. Reduced recidivism six (6) months after exiting the program

C. Deliverables:

1) Monthly program invoices due by the 10th of each month

2) Completed CYFD Data Collection Log which includes:

- a. Individualized Client ID
- b. Activity Log
- c. Youth Registry
- d. Other Program Specific Measurements as outlined by CYFD

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Santa Fe Regional Juvenile Justice Board in obtaining its goal(s) as set forth in its Strategic Plan and program outputs.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY21, up to a total of twenty-six thousand four hundred forty four dollars (\$26,440.00).

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY22, up to a total of twenty six thousand four hundred forty four dollars (\$26,440).

C. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY23, up to a total of twenty six thousand four hundred forty four dollars (\$26,440).

D. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY24, up to a total of twenty six thousand four

hundred forty four dollars (\$26,440).

E. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$105,760.00).

F. 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 30, 2024** 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. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

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: [Melynn Schuyler, 1000 Cordova Pl., #415, Santa Fe, NM 87505, 505-989-1855, melynn@santafeyouthworks.org].

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 reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 10th of the month. Reports shall include the following:

- A. Total Amount of funds received via the program invoice, amount of funds received that were expended for program via the program invoice; CYFD required activity log, youth registry and program specific measures; a weekly update report to Santa Fe Probation and Parole may also be required. Although not mandatory agencies or representatives may be required to attend the bi-monthly, RJJB meetings to report on program progress. Other reporting may be required 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.

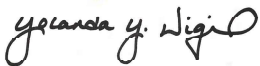
CITY OF SANTA FE:



ALAN M. WEBBER
MAYOR

DATE: Nov 5, 2020

ATTEST:





YOLANDA Y. VIGIL, CITY CLERK
GB Mtg 10/28/2020

CITY ATTORNEY'S OFFICE: 

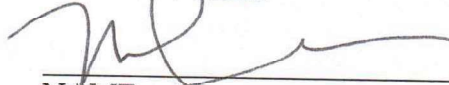

Marcos Martinez (Sep 16, 2020 15:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


MARY T. MCCOY, FINANCE DIRECTOR
2230123.510340
Business Unit Line Item 

CONTRACTOR:
YOUTHWORKS



NAME:
TITLE: Executive Director

DATE: 09/18/2020

CRS# 02-471161-00-6

REGISTRATION# city lic. #
222597



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Youth Works

Procurement Title: RFP20/21/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Community Services Staff Name George Carrasco

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

George Carrasco Project Administrator 2/18/21
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway
Fran Dunaway (Mar 12, 2021 08:05 MST)
Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202277

Contractor: Youth Works

Description: Intensive Community Monitoring youth who are at risk of juvenile offenses.

Contract Agreement Lease / Rent Amendment

Term Start Date: July 1, 2020 Term End Date: June 30, 2024

Approved by Council Date: October 28, 2020

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 20-0556

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for: Change of rates for services

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: RFP 20/21/P

Jan Denny
Jan Denny (Mar 11, 2021 18:57 MST)

Mar 12, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Amendment 1 to existing RFP 20/21/P EXP 6/30/2024

4. Funding Source: Juvenile Justice Fund

Alexis Lotero
Alexis Lotero (Mar 10, 2021 18:57 MST)

Org / Object: 2230123.510340

Mar 10, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: George Carrasco Phone # 505-231-4317

Email: gccarrasco@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: MELYNN SCHUYLER

License Number: 222597

Issued Date: November 25, 2020

Expiration Date: November 25, 2021

CRS Number: 02-471161-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: PHONE (A/C, No, Ext): (505) 425-9325	FAX (A/C, No): (866) 538-1594
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Selective		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Youthworks, Inc.
1000 Cordova Place #415
Santa Fe, NM 87505

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		S2305636	7/2/2020	7/2/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2305636	7/2/2020	7/2/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2305636	7/2/2020	7/2/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Commercial Property			S2305636	7/2/2020	7/2/2021		
A	Professional Liab.			S2305636	7/2/2020	7/2/2021		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects: YouthWorks Summer Meals Program 6/1/2020 - 8/15/2020

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Signature: Kyra Ochoa
Kyra Ochoa (Mar 3, 2021 14:58 MST)

Email: krochoa@santafenm.gov

GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AT RISK JUVENILE AMENDMENT

Final Audit Report

2021-03-03

Created:	2021-03-03
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhz_jBGI3FKVPggJ8LpcNUdx5Rp537j5S

"GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AT RISK JUVENILE AMENDMENT" History

-  Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-03-03 - 9:43:09 PM GMT- IP address: 63.232.20.2
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-03 - 9:44:05 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-03 - 9:58:15 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-03 - 9:58:42 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-03 - 9:58:42 PM GMT










GB COMM HEALTH AND SAFETY YOUTHWORKS AT RISK JUVENILE AMENDMENT

Final Audit Report

2021-03-12

Created:	2021-03-10
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUZRGXMPK6TEhK5tlZx-6lZ3uhHfp8jjK

"GB COMM HEALTH AND SAFETY YOUTHWORKS AT RISK JUVENILE AMENDMENT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-10 - 3:19:47 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-11 - 1:53:10 AM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-11 - 1:57:47 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
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-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-12 - 2:58:42 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-12 - 3:05:58 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-12 - 3:05:58 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/22/21
FOR CITY COUNCIL MEETING OF 03/31/21

p) Request for the Approval of Contract Amendment No.1 for Professional Service Contracts to Change the Scope of Work for YouthWorks; (Julie Sanchez, Youth & Family Services Division Director: jjsanchez@santafenm.gov, 505-955-6678)

Committee Review:

Finance Committee: 3/22/21

Quality of Life: 4/7/21

Governing Body: 4/14/21

FINANCE COMMITTEE ACTION:

Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21



City of Santa Fe, New Mexico

Memorandum



DATE: February 15, 2021

TO: Alan Webber, Mayor and City Council

VIA: Mary McCoy, Finance Department Director
 Fran Dunaway, Chief Procurement Officer
 Kyra Ochoa, Community Health and Safety Department Acting Director *KO*
 Julie Sanchez, Youth and Family Services Division Director *js*

FROM: Elizabeth Peterson, Children and Youth Program Manager *EP*

ITEM AND ISSUE:

Request for St. Elizabeth Shelter Contract Amendment; Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amount

BACKGROUND AND SUMMARY:

The Santa Fe Human Services Committee was established by resolution 2012- 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This request amends the Scope of Work to reflect decreased navigation numbers based on significantly decreased census for shelter guests in compliance with state public health orders. The state requires the shelter to limit capacity to one quarter of the normal number which now totals seven (7) guests at each shelter. In response to the pandemic and increased need for safe and socially distant housing options the shelter is housing forty to forty five (40-45) individuals and families in motel rooms with an overall population for the year to be around 250 individuals and/or families. The frequency and intensity of navigation has increased and as a result we are proposing that the navigation rate per person increases to accommodate additional tasks and duties.

St. Elizabeth Shelter provides food, clothing, hygiene products and other essentials to anyone who presents at the shelter. As a result, safety net services have increased. The proposed adjustments to the scope of work do not change the total contract amount of \$100,000.

The proposed contract amendment includes:

The Contractor shall perform the following work:

1. Navigation services to a minimum of 250 unduplicated adult individuals and/or families at \$250 per individual/adult family for a total of \$62,500.

2. Safety net services to a minimum of 750 adult individuals and/or families at \$50 per individual/adult family for a total of \$37,500.

In addition, this request includes a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose the RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and this contract was executed July 12, 2019 for a three (3) year term ending June 30, 2021. With the one year term extension the contract will end June 30th, 2022.

CONTRACT NUMBER:

The FY20 Munis contract number is 3200597.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: Human Services/ 2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 18, 2021 12:37 MST)

Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Feb 18, 2021 13:20 MST)

Email: jjsanchez@santafenm.gov

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-05884**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and St. Elizabeth Shelter (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. SCOPE OF WORK

Article 1, subparagraph C of the Agreement is hereby amended to reflect a change in deliverables so that Section 1, subparagraph C reads in its entirety as follows:

3) Navigation services to a minimum of 250 clients x \$250.00 per individual adult/family for a total of \$62,500.00.

4) Safety net services to a minimum of 750 clients at \$50.00 per individual adult/family for a total of \$37,500.00.

2. COMPENSATION

Article 3, Subparagraph A, paragraph 2 of the Agreement is amended to reflect the

changes in client navigation services to 250 clients x \$250.00 per individual adult/family at \$62,500.00 and safety net services to a minimum of 750 clients x \$50.00 per individual adult/family at \$37,500.00. Article 3, Subparagraph A, paragraph 2 reads in it's entirety as follows:

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 two hundred and fifty dollars (\$250.00) per unduplicated person served for Tier II services and fifty dollars (\$50.00) per individual adult/family receiving safety net services in FY21 for up to a total of one hundred thousand dollars (\$100,000.00), including gross receipts tax..

3. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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. AGREEMENT IN FULL FORCE.

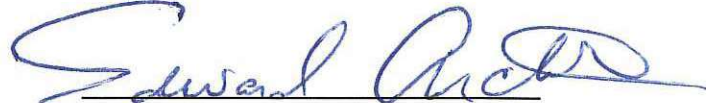
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
St. Elizabeth Shelter

ALAN WEBBER, MAYOR



NAME & TITLE

Date: _____

Date: 1/15/21
CRS# Exempt
Business Reg# 02-059151-009

ATTEST:

BUSINESS LICENSE#225673

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 13:25 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ^{AL}

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II 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 **ST. ELIZABETH SHELTER** 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. **Safety Net Services:** Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.
- b. **Navigation:** the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, 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.
- c. **Food Insecure:** lacking reliable access to a sufficient quantity of affordable, nutritious food.
- d. **Binge Drinking:** the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- e. **Homelessness:** the circumstance of being without a permanent dwelling, such as a house or apartment.
- f. **Unemployment:** the circumstance of being without a paid job while available to work.
- g. **Openness and Acceptance:** a condition where inclusion into a larger social group and *access to needed resources* are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- h. **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).
- i. **Health Insurance Portability and Accountability Act (HIPAA):** HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation 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.

- j.* 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.

- k.* 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.

- l.* 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.

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2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 st trimester
<input type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input type="checkbox"/> Untreated adults with mental illness
<input checked="" type="checkbox"/> Community Safety	<input type="checkbox"/> Fall-related deaths <input checked="" type="checkbox"/> Homelessness rate <input type="checkbox"/> Domestic Violence rate
<input type="checkbox"/> Equitable Society	<input type="checkbox"/> % Unemployment <input type="checkbox"/> % Food insecure households <input type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

- 1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
 - a. Navigation services to a minimum of 600 unduplicated adult individuals and/or families x \$166.67 per individual adult/family.
- 2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 4) 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.

- 5) 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.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. 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.
- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.
- 10) Ensure as appropriate that clients 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) # Clients helped by navigator, # Clients screened using the social needs screening tool; and
- 2) # or % referred to housing or received housing-related assistance; # or % who accomplished specific goals related to housing; # or % clients obtaining house; # of clients staying in housing after 30 days; and
- 3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. Deliverables:

- 1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [\$200,000.00].

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 one hundred and sixty-six dollars and sixty-seven cents (\$166.67) per unduplicated person served for Tier II services in FY20 for up to a total of one hundred thousand dollars (\$100,000.00), including gross receipts tax.

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 one hundred and sixty-six dollars and sixty-seven cents (\$166.67) per unduplicated person served for Tier II services in FY21 for up to a total of one hundred thousand dollars (\$100,000.00), including gross receipts tax.

B. Payment in 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. 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, jjisanchez@ci.santa-fe.nm.us].

To the Contractor: [St. Elizabeth Shelter, 804 Alarid Street, director@steshelter.org].

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 Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly 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 quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:

Quarter 1: July-September
Quarter 2: October-December
Quarter 3: January-March
Quarter 4: April-June

Reports Due:


October 15th
January 15th
April 15th
July 5th

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

CITY OF SANTA FE:

CONTRACTOR:
St. Elizabeth Shelter


ALAN M. WEBBER, MAYOR

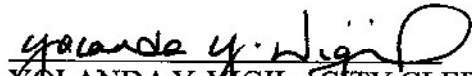

NAME:
TITLE: *Executive Director*

DATE: 7/12/19

DATE: 7/11/19

CRS# EXEMPT
REGISTRATION# 19-00029484

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
22 mtg. 5.29.2019

APPROVED AS TO FORM:


for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR *mm*

22763.510400
Business Unit Line Item



October 29, 2020

Board of Directors

Sam Baca

President

Rick Carboni

Vice President

Emily Smith

Secretary

Grant C. Davis

Treasurer

Members

Tonja Abeyta

Marcel Legendre

Dan Nickelson

Sunil Sakhalkar

Kathryn Ugoretz

Ex-Officio

Edward Archuleta

Executive Director

Julie Sanchez

Interim Director/Program Manager

Youth and Family Services Division

City of Santa Fe

PO Box 909

Santa Fe, NM 87504-0909

Dear Julie:

I am writing to amend our Professional Services Contract for the 2021 fiscal year (July 2020-2021).

Due to the impact of the COVID-19 pandemic the populations at our two shelters have been significantly reduced. The state is requiring us to limit our capacity to 1/4 of the normal number, which would be 7 guests at each. We are, however, housing 40 families and individuals in local motels. We anticipate our population will be about 54 households at any given time and an overall population for the year to be around 250 individuals and/or families. This includes both shelter and motels.

As noted below, we are proposing an \$83 per person increase in our contract from last year due to the fact that our navigators are having to perform extra duties because of the pandemic. Guests in the shelter are on "lockdown" 24/7 and can only leave if they are accompanied by staff (e.g., driven to medical appointments, shopping, recreation, etc.). While guests in the motels are not as restricted the navigators are still meeting with each several times a week and are having to deliver them food and other necessities, driving back and forth between the shelters and motels.

Regarding safety net services we are still providing food, clothing, hygiene products, etc., to any individual or family who comes to our doors.

Therefore we request changing Section 2, Scope of Work, Part A of the contract to read:

The Contractor shall perform the following work:

1. A. Navigation services to a minimum of 250 unduplicated adult individuals and/or families X \$250 per individual/adult family for a total of \$62,500.
2. B. Safety net services to a minimum of 750 adult individuals and/or families X \$50 per individual/adult family for a total of \$37,500.
Grand total of \$100,000

804 Alarid Street
Santa Fe, NM 87505
(505) 982-6611
Fax (505) 982-5347
info@steshelter.org
www.steshelter.org

October 29, 2020

Page 2

Similarly, Section 2, Compensation, Part A, Numbers 1-2 should be changed to reflect these new rates.

All other aspects of the contract will remain the same.

Thank you for your attention to this matter. Should you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Archuleta". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Edward Archuleta
Executive Director



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ST. ELIZABETH SHELTER

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Mar 11, 2021 08:19 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200474

Contractor: The Food Depot

Description: Human Services Committee recommended adult services FY 19-21

Contract Agreement Lease / Rent Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council Date: 5/29/19

Contract / Lease: HSC recommended services for FY 19-21

Amendment # 1 to the Original Contract / Lease # 19-05886

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Extension of term for one (1) year and revise scope of work.

3. Procurement History: RFP#19/31/P

Fran D. Daway
Fran D. Daway (Mar 11, 2021 10:19 MST)

Mar 11, 2021

Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: No increase to compensation -Current contract expires 6/30/21- extend term & SOW

4. Funding Source: Human Service Fund/ 240

Org / Object: 2400122/510400

Alexis Lotero
Alexis Lotero (Mar 10, 2021 18:48 MST)

Mar 10, 2021

Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Elizabeth Peterson Phone # (505) 470-3186

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: ST ELIZABETH SHELTER
DBA: ST ELIZABETH SHELTER

Business Location: 804 ALARID ST
SANTA FE, NM 87501

CRS Number: 02059151009

Owner: ST ELIZABETH SHELTER

License Number: 225673

License Type: Business License - Renewable

Issued Date: January 15, 2021

Classification: Business Registration - Standard

Expiration Date: January 15, 2022

Fees Paid: \$35.00

ST ELIZABETH SHELTER
804 ALARID ST
SANTA FE, NM 87501

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2021

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

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

PRODUCER ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	CONTACT NAME: CONRAD SCHOTT	
	PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:	
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PHILADELPHIA INDEMNITY INS CO	
	INSURER B: NEW MEXICO MUTUAL CASUALTY	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2019-01 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	Y	PHPK2209359	12/14/2020	12/14/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY	X		PHPK2209359	12/14/2020	12/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	11253.127	01/05/2021	01/05/2022	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Dishonesty			PHPK2209359	12/14/20	12/14/21	Limit: \$35,000 Ded: \$500.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LOCATION: 804 ALARID STREET SANTA FE, NM 87505

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF SANTA FE
P O BOX 909
SANTA FE, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature: Kyra Ochoa
Kyra Ochoa (Mar 9, 2021 14:53 CST)

Email: krochoa@santafenm.gov





GB COMMUNITY HEALTH & SAFETY - ST. ELIZABETH SHELTER AMENDMENT.

Final Audit Report

2021-03-09

Created:	2021-03-09
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN7tpU3uAjNIY_Boq2NPjwEDOGfMCQyRf

"GB COMMUNITY HEALTH & SAFETY - ST. ELIZABETH SHELTER AMENDMENT." History

-  Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
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-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
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-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
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GB COMM HEALTH AND SAFETY ST ELIZABETH SHELTER AMENDMENT

Final Audit Report

2021-03-11

Created:	2021-03-10
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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"GB COMM HEALTH AND SAFETY ST ELIZABETH SHELTER AMENDMENT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
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-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
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-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
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-  Agreement completed.
2021-03-11 - 3:19:40 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: February 23, 2021

TO: Alan Webber, Mayor and City Council

VIA: Mary McCoy, Finance Department Director
 Fran Dunaway, Chief Procurement Officer
 Kyra Ochoa, Community Health and Safety Department Acting Director ^{KO}
 Julie Sanchez, Youth and Family Services Division Director ^{JIS}

FROM: Elizabeth Peterson, Children and Youth Program Manager ^{EP}

ITEM AND ISSUE: Review and Approve: Contract amendment for Santa Fe Recovery for change to the scope of work. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amount.

BACKGROUND AND SUMMARY:

The Children and Youth Commission is one of the City of Santa Fe’s oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The founding Ordinance stipulates that the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations that provide programs and/or services to children and youth throughout the City of Santa Fe.

The Commission in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic material goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on that need.

The Santa Fe Recovery Center provides a greater range of service to children and young adults than what is captured in the current contractual language. An internal evaluation highlighted the original scope of service and current performance measures limited data reporting to children that are 0-3 years of age. A revision would provide a more realistic capture of services provided to children and young adults. The proposed revisions are as follows:

1. Amend Scope of Work from “providing navigation services to 60 unduplicated women and their children” to “providing navigation to 60 male and female children and/or parents 0-21 years of age.”
2. Amend Performance Measures by removing the indicator of Pre K Enrollment from the Scope of Work and add Housing Instability and Alcohol and Other Substance Use indicators.

The Commission works cooperatively with the Community Services 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 our community. The Commission has completed the process to review and recommend amending the Santa Fe Recovery Center contract scope of work.

PROCUREMENT METHOD:

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

The Contract was fully executed November 8, 2020.

CONTRACT NUMBER:

The Munis contract number is 3202198

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Children and Youth Fund/Fund 256

Munis Org Name/Number: Children and Youth/2560122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 24, 2021 12:29 MST)
Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Mar 3, 2021 08:14 MST)
Email: jjsanchez@santafenm.gov

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Tier II Navigation Services
#20-0569

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **SANTA FE RECOVERY CENTER** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Safety Net Services Delivery and Navigation Services.

B. Pursuant to Article 14 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. SCOPE OF WORK.

1.) Article 2, of the agreement is amended to reflect a change in scope of services so that Article 2, reads in its entirety as follows:

Tier II: Safety Net Service Delivery and Navigation Services

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Early Childcare and Supplemental Education	<input type="checkbox"/> % 3-5 yr. old Pre K Enrollment <input type="checkbox"/> % Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT <input type="checkbox"/> High School Graduation Rate <input type="checkbox"/> Outside of school, I am involved in music, art, literature, sports, or a hobby <input type="checkbox"/> At my school, a teacher or other adult who believes I will be a success <input type="checkbox"/> Habitual Truancy
<input checked="" type="checkbox"/> Youth Wellness	<input type="checkbox"/> % Teen Pregnant with Prenatal Care in the First Trimester <input type="checkbox"/> Rate of Babies Born to Adolescents Per 1K (ages 15-17) <input type="checkbox"/> Skipped School because of Safety Concerns <input type="checkbox"/> % of Youth 19-21 Not in School or Working <input type="checkbox"/> Juvenile Arrests per 1K (ages 10-17) <input checked="" type="checkbox"/> Housing Instability Percentage <u>Mental Health</u> <input type="checkbox"/> Youth Depression <input type="checkbox"/> Youth Attempted Suicide (9-12 grade) <u>Alcohol Use</u> <input checked="" type="checkbox"/> Current Alcohol Use <input checked="" type="checkbox"/> Reported Binge Drinking (Past 30 Days) <u>Other Substance Use</u> <input checked="" type="checkbox"/> Current Use of Painkillers to get High <input checked="" type="checkbox"/> Current Methamphetamine Use <input checked="" type="checkbox"/> Current Heroin Use <input checked="" type="checkbox"/> Tried Marijuana for the First Time before age 13

2.) Article 2, Subparagraph A, Subsection 1 of the Agreement is amended to reflect a change in population served so Article 2, Subparagraph A, Subsection 1 reads in it's entirety as follows:

- 1) Navigation Services to City of Santa Fe residents.

a. Navigation services to 60 male and female children and/or parents
0-21 years of age x \$666.66 per individual per FY.

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
Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Santa Fe Recovery Center

ALAN WEBBER, MAYOR

Sylvia Barba

NAME

DATE: _____

Chief Executive Officer

TITLE

DATE: 2/16/21
CRS# 01-778794-00-
7 Registration # 149637

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 15, 2021 09:32 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2560122.5 10400 AL
AL

ITEM# 20-0569

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT
Tier II 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 FERECOVERY CENTER** 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. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.
- b. Navigation: the function of linking clients with essential health and community services. Navigation is performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation also assists individuals in overcoming barriers to care and increases their engagement and active participation in care.
- c. 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).
- d. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation 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.
- e. 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

2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services

Funding Category/Goal Area	Indicators
<input checked="" type="checkbox"/> Early Childcare and Supplemental Education	<input checked="" type="checkbox"/> % 3-5 yr. old Pre K Enrollment <input type="checkbox"/> % Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT <input type="checkbox"/> High School Graduation Rate <input type="checkbox"/> Outside of school, I am involved in music, art, literature, sports, or a hobby <input type="checkbox"/> At my school, a teacher or other adult who believes I will be a success <input type="checkbox"/> Habitual Truancy
<input type="checkbox"/> Youth Wellness	<input type="checkbox"/> % Teen Pregnant with Prenatal Care in the First Trimester <input type="checkbox"/> Rate of Babies Born to Adolescents Per 1K (ages 15-17) <input type="checkbox"/> Skipped School because of Safety Concerns <input type="checkbox"/> % of Youth 19-21 Not in School or Working <input type="checkbox"/> Juvenile Arrests per 1K (ages 10-17) <input type="checkbox"/> Housing Instability Percentage <u>Mental Health</u> <input type="checkbox"/> Youth Depression <input type="checkbox"/> Youth Attempted Suicide (9-12 grade) <u>Alcohol Use</u> <input type="checkbox"/> Current Alcohol Use <input type="checkbox"/> Reported Binge Drinking (Past 30 Days) <u>Other Substance Use</u> <input type="checkbox"/> Current Use of Painkillers to get High <input type="checkbox"/> Current Methamphetamine Use <input type="checkbox"/> Current Heroin Use <input type="checkbox"/> Tried Marijuana for the First Time before age 13

A. The Contractor shall perform the following work:

- 1) Navigation Services to City of Santa Fe residents.
 - a. Navigation services to a minimum of 60 unduplicated women and their children x \$666.66 per individual per fiscal year.
- 2) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 3) 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.
- 4) 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.
- 5) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Children and Youth Commission. 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.
- 6) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

- 7) Survey individuals served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 8) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.
- 9) Ensure as appropriate that clients served are representative of historically unserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority on serving low to very low income households.

B. Performance Measures.

Contractor shall substantially perform the following:

- 1) # women with children 0-18 who receive residential drug/alcohol treatment.
- 2) # of direct services/activities provided to women and children age 0-18 .
- 3) % staff with training/certification.
- 4) # clients off of alcohol at discharge and 6 months post discharge.
- 5) % women with children 0-18 who are in stable housing.
- 6) % of women with children 0-18 who are working.
- 7) Average time from inquiry to first appointment.
- 8) % clients who found the program helpful.

C. Deliverables:

- 1) Annual report and mid-year report documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Children and Youth Commission or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Children and Youth Commission in obtaining its goal(s) as set forth in its Strategic Plan.

2. Compensation.

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rates listed below:

<u>FY</u>	<u>Tier</u>	<u>Rate</u>	<u>Amount not to be exceeded each year</u>
<u>A. FY21</u>	<u>II</u>	<u>\$666.66 per navigation client x 60</u>	<u>\$40,000</u>
<u>B. FY22</u>	<u>II</u>	<u>\$666.66 per navigation client x 60</u>	<u>\$40,000</u>
<u>C. FY23</u>	<u>II</u>	<u>\$666.66 per navigation client x 60</u>	<u>\$40,000</u>
<u>The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred twenty thousand dollars (\$120,000).</u>			

D. Payment in FY21, FY22 and FY23 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. 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.)

E. 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 2023** 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. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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@ci.santa-fe.nm.us].

To the Contractor: [Sylvia Barela, 5312 Jaguar Drive, Santa Fe, Nm 87507. sbarela@sfrecovery.org]

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 one annual and one mi-year reports on the programmatic accomplishments made toward the goals of the grant agreement. Reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager. 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 quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. **Fiscal Year Quarters:**

Mid-Year Report: July-December

Final Report: January-June

Reports Due:

January 15th

July 5th

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 M. WEBBER
MAYOR

DATE: Nov 8, 2020

CONTRACTOR:
SANTA FE RECOVERY CENTER



NAME:
TITLE: Chief Executive Officer

DATE: 9/22/20

CRS # 01 778 794-00 -7
REGISTRATION# 19- 149637

ATTEST:



YOLANDA Y. VIGIL
CITY CLERK

GB MTG 10/28/2020 GC
GC

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Sep 21, 2020 16:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY T. MCCOY
FINANCE DIRECTOR

2560122.510400

Munis Org. and Obj. Code

SANTA FE
Recovery Center
THE PATH TO RECOVERY

5312 Jaguar Drive • Santa Fe, NM 87507 • PHONE: 505-471-4985 • FAX: 505-471-6084 •
www.sfrecovery.org

January 14, 2021

Elizabeth Peterson, Program Manager
City of Santa Fe Youth and Family Services Division
500 Market Station Suite 200
Santa Fe, NM 87501

Dear Ms. Peterson,

Thank you for the time you have spent working with our staff to discuss the Performance Measures that directly reflect the cadre of services we are providing to our clients' children age 0-21 through the City of Santa Fe's Tier II: Safety Net Services Delivery and Navigation Services grant award. We greatly appreciate this grant award and the opportunity to enhance the services we provide to some of our City's most vulnerable families.

Based on our discussions with you and the City's evaluation team, we would like to request permission to amend the Performance Measures/Indicators identified in our original Scope of Work. Although, we serve children age 0-3 who are accompanying their mother's into residential substance use disorder treatment, we are actually providing Navigation Services to a wider population of youth.

Therefore, we are requesting permission to amend our indicators from "serving 60 Early Childcare and Supplemental Education: 3-5 yr. old Pre K Enrollment" to "serving 60 male and female children and/or parents age 0-21." Furthermore, we would like to remove the indicator of Pre K Enrollment from our Scope of Work and add Housing Instability and Alcohol and Other Substance Use.

We greatly appreciate the City's flexibility in working with us as we expand our abilities to serve our client's children and youth. Thank you for your consideration and please let me know if you have any questions regarding our request or if I may be of any assistance to you.

Sincerely,



Sylvia Barela
Chief Executive Officer

January 14, 2021
Performance Measures
Page Two

cc: Julie Sanchez, City of Santa Fe Youth and Family Services Division Director
Arianna Trott, Aspen Solutions
Natalie Skogerboe, Aspen Solutions



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SANTA FE RECOVERY CENTER

Procurement Title: RFP 20/21/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Mar 10, 2021 9:51 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 32002198

Contractor: Santa Fe Recovery Center

Description: Children and Youth Commission funded youth services

Contract Agreement Lease / Rent Amendment

Term Start Date: July 1, 2020 Term End Date: June 30, 2023

Approved by Council Date: 10/28/2020

Contract / Lease: CYC funded youth services

Amendment # 1 to the Original Contract / Lease # 20-0569

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: n/a

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Revise scope of work

3. **Procurement History: RFP 20/21/P**

Fran Dunaway
Fran Dunaway (Mar 10, 2021 09:51 MST)

Mar 10, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: RFP #20/21/P CITY CY&F Amendment 1 SOW and increase -EXP: 6/30/23

4. **Funding Source: Children and Youth Fund**

Org / Object: 2560122.510400

Alexis Lotero
Alexis Lotero (Mar 10, 2021 09:39 MST)

Mar 10, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Elizabeth Peterson Phone # (505) 470-3186

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: SANTA FE RECOVERY CENTER
DBA: SANTA FE RECOVERY CENTER

Business Location: 5312 JAGUAR DR
SANTA FE, NM 87507

Owner: SYLVIA BARELA

License Number: 149637

Issued Date: January 05, 2021

Expiration Date: January 05, 2022

CRS Number: 01-778794-00-7

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

SANTA FE RECOVERY CENTER
5312 JAGUAR DR
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



EVIDENCE OF PROPERTY INSURANCE

Cert ID 31563

DATE (MM/DD/YYYY)

02/18/2021

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

AGENCY Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550		PHONE (A/C.No. Ext): (505) 982-4302	COMPANY VantaPro Specialty Insurance 945 East Paces Ferry Road Atlanta GA 30326	
FAX (A/C.No):	E-MAIL ADDRESS:			
CODE: SFE	SUB CODE:			
AGENCY CUSTOMER ID #: 25840		LOAN NUMBER		POLICY NUMBER 5088-1224-00
INSURED Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507		EFFECTIVE DATE 08/31/2020	EXPIRATION DATE 08/31/2021	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

- [1] Loc: 1 Bldg: 1 4100 Lucia Lane, Santa Fe, NM
- [2] Loc: 1 Bldg: 2 4100 Lucia Lane, Santa Fe, NM
- [3] Loc: 1 Bldg: 3 4100 Lucia Lane Santa Fe, NM
- [4] Loc: 2 Bldg: 1 4090 Lucia Lane, Santa Fe, nm
- [6] Loc: 4 Bldg: 1 1658 Calle Sotero, Santa Fe, NM
- [7] Loc: 5 Bldg: 1 2052 Galisteo St., Santa Fe, NM

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	X	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS						
Comm. Prop -Loc: 1 Bldg: 1 Building - Val: RC - Coins: 90% - COL: Special					1,450,000	1,000
Comm. Prop -Loc: 1 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special					70,000	1,000
Comm. Prop -Loc: 1 Bldg: 2 Building - Val: RC - Coins: 90% - COL: Special					70,000	1,000
Comm. Prop -Loc: 1 Bldg: 3 Building - Val: RC - Coins: 90% - COL: Special					550,000	1,000
Comm. Prop -Loc: 1 Bldg: 3 Business Persl Prop - Val: RC - Coins: 90% - COL: Special					20,000	1,000
Comm. Prop -Loc: 2 Bldg: 1 Building - Val: RC - Coins: 90% - COL: Special					311,000	1,000
Comm. Prop -Loc: 2 Bldg: 1 Business Persl Prop - Val: RC - COL: Special					15,000	1,000
Comm. Prop -Loc: 4 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special					25,000	1,000
Comm. Prop -Loc: 5 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special					20,000	1,000
Comm. Prop -Loc: 6 Bldg: 1 Building - Val: RC - Coins: 90% - COL: Special					1,370,000	1,000
Comm. Prop -Loc: 6 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special					100,000	1,000
Comm. Prop -Loc: 7 Bldg: 1 Business Persl Prop - Val: RC - Coins: 90% - COL: Special					10,000	1,000

REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE	X Certificate Holder	
LOAN #			
AUTHORIZED REPRESENTATIVE 			

ACORD 27 (2016/03)

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The ACORD name and logo are registered marks of ACORD

LOCATION/PROPERTY DESCRIPTION OVERFLOW

DATE (MM/DD/YYYY)

02/18/2021

PRODUCER Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550		INSURED Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507	
PHONE (A/C, No, Ext): (505) 982-4302	FAX	POLICY NUMBER 5088-1224-00	

LOCATION/PROPERTY DESCRIPTION (CONTINUED)

- [8] Loc: 6 Bldg: 1 5312 Jaguar Drive Santa Fe, NM
- [9] Loc: 7 Bldg: 1 1503 Kachina Ridge Drive, Santa Fe, NM
- [10] Loc: 8 Bldg: 1 1600 St. Michaels Dr. Bldg.12 Un 6B1-6B2
- [11] Loc: 11 Bldg: 1 995 Practilliano Drive
- [12] Loc: 12 Bldg: 1 1302 Calle De La Merced (Ste A&B)
- [13] Loc: 13 Bldg: 1 2105 Hasler Valley Rd

Signature: 
Kyra Ochoa (Mar 9, 2021 12:24 CST)

Email: krochoa@santafenm.gov






GB COMMUNITY HEALTH AND SAFETY SF RECOVERY AMENDMENT.

Final Audit Report

2021-03-09

Created:	2021-03-09
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA53XipMv_KaDeA4CInE4N1qQwQG8lb-bs

"GB COMMUNITY HEALTH AND SAFETY SF RECOVERY AMENDMENT." History

-  Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-03-09 - 5:46:17 PM GMT- IP address: 63.232.20.2
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-09 - 5:47:15 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-09 - 5:50:25 PM GMT- IP address: 174.219.147.116
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-09 - 6:24:42 PM GMT - Time Source: server- IP address: 174.219.134.122
-  Agreement completed.
2021-03-09 - 6:24:42 PM GMT









GB COMM HEALTH AND SAFETY SF RECOVERY AMENDMENT

Final Audit Report

2021-03-10

Created:	2021-03-10
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIGDJgzdSn-vER9ephjDvuAcpBHR_NxS7

"GB COMM HEALTH AND SAFETY SF RECOVERY AMENDMENT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-10 - 3:29:43 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-10 - 3:32:27 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-10 - 4:36:44 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-10 - 4:39:17 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-10 - 4:39:22 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-10 - 4:47:50 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-10 - 4:51:28 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-10 - 4:51:28 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: February 15, 2021

TO: Alan Webber, Mayor and City Council

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director *KO*
Julie Sanchez, Youth and Family Services Division Director *JJS*

FROM: Elizabeth Peterson, Children and Youth Program Manager *EP*

ITEM AND ISSUE:

Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amounts.

BACKGROUND AND SUMMARY:

The Santa Fe Human Services Committee (HSC) was established by resolution 2012- 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:

Multiple award recommendations were made by the Human Services Committee. **(Please reference Appendix A for the Munis Contract Numbers)**

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: Human Services/ 2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)
Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Feb 23, 2021 13:28 MST)
Email: jjsanchez@santafenm.gov









HSC Term Extension Contract Amendments Memo

Final Audit Report

2021-02-23

Created:	2021-02-23
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_XZqtctFYFM8vLgOllqGDao6rvaJDNXY

"HSC Term Extension Contract Amendments Memo" History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-23 - 8:22:09 PM GMT- IP address: 63.232.20.2
-  Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
2021-02-23 - 8:23:08 PM GMT
-  Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-23 - 8:23:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88
-  Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-23 - 8:24:13 PM GMT
-  Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-23 - 8:27:38 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-02-23 - 8:28:13 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination); or paragraph (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.

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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Interfaith Shelter

ALAN WEBBER, MAYOR

Date: _____



NAME & TITLE

JOSEPH JORDAN-BERENIS, EXECUTIVE DIRECTOR

Date: 1/12/20

CRS# Exempt

Business Reg.# 222294

ATTEST:

KRISTINE MIHELIC CITY CLERK

APPROVED AS TO FORM:



Marcos Martinez (Jan 11, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
MUNIS ORG/OBJ

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT
Tier II 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 **INTERFAITH COMMUNITY SHELTER GROUP, INC.** 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. **Safety Net Services:** Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.
- b. **Navigation:** the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, 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.
- c. **Food Insecure:** lacking reliable access to a sufficient quantity of affordable, nutritious food.
- d. **Binge Drinking:** the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- e. **Homelessness:** the circumstance of being without a permanent dwelling, such as a house or apartment.
- f. **Unemployment:** the circumstance of being without a paid job while available to work.
- g. **Openness and Acceptance:** a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- h. **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).
- i. **Health Insurance Portability and Accountability Act (HIPAA):** HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation 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.

- j.* 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.

- k.* 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.

- l.* 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.

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2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 st trimester
<input checked="" type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input checked="" type="checkbox"/> Untreated adults with mental illness
<input checked="" type="checkbox"/> Community Safety	<input type="checkbox"/> Fall-related deaths <input checked="" type="checkbox"/> Homelessness rate <input checked="" type="checkbox"/> Domestic Violence rate
<input checked="" type="checkbox"/> Equitable Society	<input type="checkbox"/> % Unemployment <input checked="" type="checkbox"/> % Food insecure households <input type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

- 1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
 - a. Navigation services to a minimum of 10 unduplicated adult individuals and/or families x \$150.00 per individual adult/family.
 - b. Safety net services to minimum of 900 unduplicated adult individuals and/or families x \$165.00 per individual adult/family.
- 2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

- 4) 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.
- 5) 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.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. 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.
- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

- 10) Ensure as appropriate that clients 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) # Clients helped by navigator, # Clients screened using the social needs screening tool; and
- 2) # of bed nights; # of meals; # of showers; and
- 3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. Deliverables:

- 1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [\$300,000.00].

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 one hundred and fifty dollars (\$150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars (\$165.00) per unduplicated person served for Tier I services in FY20 for up to a total of one hundred and fifty thousand dollars (\$150,000.00), including gross receipts tax.

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 one hundred and fifty dollars (\$150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars (\$165.00) per unduplicated person served for Tier I services in FY21 for up to a total of one hundred and fifty thousand dollars (\$150,000.00), including gross

receipts tax.

B. Payment in 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. 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, jjssanchez@ci.santa-fe.nm.us].

To the Contractor: [Interfaith Community Shelter Group, Inc., PO BOX 22653, joe@interfaithsheltersf.org].

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 Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly 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 quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:

Quarter 1: July-September
Quarter 2: October-December
Quarter 3: January-March
Quarter 4: April-June

Reports Due:

October 15th
January 15th
April 15th
July 5th


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

CITY OF SANTA FE:

CONTRACTOR:

Interfaith Community Shelter Group, Inc.,


ALAN M. WEBBER, MAYOR

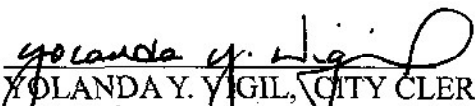

NAME: JOSEPH JORDAN-BERENIS
TITLE: EXECUTIVE DIRECTOR

DATE: 7/12/19

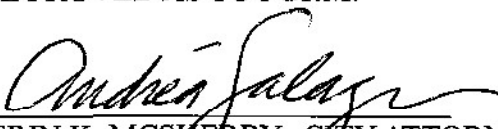
DATE: 7/1/2019

CRS# EXEMPT
REGISTRATION# 19-00045983

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5-29-2019

APPROVED AS TO FORM:


for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:



MARY T. MCCOY, FINANCE DIRECTOR *mt*

22763.510400

Business Unit Line Item

HSC Contract Amendment List 19/31/P

APPENDIX A: FY19-21 HSC Contract Amendments

	Name of Nonprofit Organization	MUNIS Contract #	HSC Contract Amounts	Tier	Funding Category/Goal Area
1	Coming Home Connection	3200428	\$ 75,000.00	II	Community Safety
2	Esperanza Shelter	3200450	\$ 43,000.00	II	Community Safety
3	Feeding Santa Fe	3200472	\$ 30,000.00	I	Equitable Society
4	Food Depot	3200474	\$ 57,000.00	II	Equitable Society
5	Interfaith Community Shelter	3200483	\$ 150,000.00	II	Behavioral Health, Community Safety
6	Kitchen Angels	3200485	\$ 50,000.00	II	Equitable Society
7	La Familia	3200585	\$ 75,000.00	I	Adult Health
8	Life Link	3200493	\$ 70,000.00	II	Behavioral Health, Community Safety
9	Literacy Volunteers	3200712	\$ 60,000.00	I	Equitable Society
10	NM Immigrant Law Center	3200855	\$ 50,000.00	I	Community Safety, Equitable Society
11	Santa Fe Dreamers Project	3200595	\$ 40,000.00	I	Equitable Society
12	St. Elizabeth Shelter	3200597	\$ 100,000.00	II	Community Safety
13	YouthWorks	3200587	\$ 50,000.00	II	Equitable Society
			\$ 850,000.00		

Definitions:

Tier I will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

Tier II will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # Appendix A mult

Contractor: Multiple HSC funded organizations: Appendix A

Description: Human Services Committee funded adult services FY 19-21

Contract Agreement Lease / Rent Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council

Date: 5/29/19

Contract / Lease: HSC funded services for FY 19-21

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council

Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Extension of term for one (1) year for multiple organizations.

3. Procurement History: RFP#19/31/P

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____

4. Funding Source: Human Service Fund/ 240

Org / Object: 2400122/510400

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Elizabeth Peterson

Phone # (505) 470-3186

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY
SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

Owner: KENNETH SEMAON

License Number: 222294

Issued Date: March 11, 2020

Expiration Date: March 11, 2021

CRS Number: 03113253007

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

INTERFAITH COMMUNITY SHELTER
POO BOX 22653
SANTA FE, NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER A : Philadelphia Indemnity Insurance Company 18058	
	INSURER B : New Mexico Employer's Assurance Company 13674	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	


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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2185709	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2185709	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	63790.112	11/1/2020	11/1/2021	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Each Occurrence	1,000,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Aggregate	2,000,000

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

SEE ATTACHED ACORD 101

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



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services (SOW)	License # 0757776	NAMED INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

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

- 2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

- 3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

- 1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

- 2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:
 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.**d.** is deleted in its entirety and replaced by the following:
 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Signature: 
KO (Mar 15, 2021 08:33 CDT)

Email: krochoa@santafenm.gov


GB COMMUNITY HEALTH AND SAFETY-INTERFAITH SHELTER-AMENDMENT


Final Audit Report


2021-03-15


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City of Santa Fe, New Mexico

Memorandum



DATE: February 15, 2021

TO: Alan Webber, Mayor and City Council

VIA: Mary McCoy, Finance Department Director
 Fran Dunaway, Chief Procurement Officer
 Kyra Ochoa, Community Health and Safety Department Acting Director ^{KO}
 Julie Sanchez, Youth and Family Services Division Director ^{JJS}

FROM: Elizabeth Peterson, Children and Youth Program Manager ^{EP}

ITEM AND ISSUE:

Request for The Food Depot Contract Amendment; Term Extension and Scope of Service (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amount

BACKGROUND AND SUMMARY:

The Santa Fe Human Services Committee was established by resolution 2012-3 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

Hunger was a persistent challenge in New Mexico before the COVID-19 public health crisis. The demand for hunger relief increased by 30% after crisis began. The Food Depot has responded to the pandemic by increasing food distribution and decreasing navigation due to public health restrictions. This request amends the Scope of Work to reflect service delivery based on increased need for hunger relief and compliance with public health orders. The number of individuals who receive navigation is decreased in response to public health orders, the number of individuals who receive safety net services at food distribution sites is increased. The total contract amount remains the same.

Navigation: 75 clients at \$253 per (\$18,975) Safety net: 225 clients at \$169 per (\$38,025) Total: \$57,000 per year

In addition this request includes a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose the RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and this contract was executed July 12, 2019 for a three (3) year term ending June 30, 2021. With the one year term extension the contract will end June 30th, 2022.

CONTRACT NUMBER:

The FY20 Munis contract number is 3200474.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: Human Services/ 2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 18, 2021 12:38 MST)

Email: empeterson@santafenm.gov

Signature: Julie Sanchez
Julie Sanchez (Feb 18, 2021 13:21 MST)

Email: jjsanchez@santafenm.gov








FOOD DEPOT Memo 021821

Final Audit Report

2021-02-18

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**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0586**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and The Food Depot (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. SCOPE OF WORK

Article 1, subparagraph C of the Agreement is hereby amended to reflect a change in deliverables so that Section 1, subparagraph C reads in its entirety as follows:

3) Navigation services to a minimum of 75 clients x \$253.00 per individual adult/family for a total of \$18,975.00.

4) Safety net services to a minimum of 225 clients at \$169.00 per individual adult/family for a total of \$38,025.00.

2. COMPENSATION

Article 3, Subparagraph A, paragraph 2 of the Agreement is amended to reflect the

changes in client navigation services to 75 clients x \$253.00 per individual adult/family at \$18,975.00 and safety net services to a minimum of 225 clients x \$169.00 per individual adult/family at \$38,025.00 . Article 3, Subparagraph A, paragraph 2 reads in it's entirety as follows:

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 two hundred and fifty three dollars (\$253.00) per unduplicated person served for Tier II services and one hundred and sixty nine dollars (\$169.00) per individual adult/family receiving safety net services in FY21 for up to a total of fifty-seven thousand dollars (\$57,000.00), including gross receipts tax..

3. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

3. 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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
The Food Depot

ALAN WEBBER, MAYOR

Sherry S. Harper, Executive Director
NAME & TITLE

Date: _____

Date: *January 18, 2021*

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL







2020 12 22 Amendment 1 Food Depot EP

Final Audit Report

2021-01-14

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CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II 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 **THE FOOD DEPOT**, 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.* **Safety Net Services:** Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.
- b.* **Navigation:** the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, 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.
- c.* **Food Insecure:** lacking reliable access to a sufficient quantity of affordable, nutritious food.
- d.* **Binge Drinking:** the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- e.* **Homelessness:** the circumstance of being without a permanent dwelling, such as a house or apartment.
- f.* **Unemployment:** the circumstance of being without a paid job while available to work.
- g.* **Openness and Acceptance:** a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- h.* **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).
- i.* **Health Insurance Portability and Accountability Act (HIPAA):** HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation 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.

- j.* 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.

- k.* 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.

- l.* 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.

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2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 st trimester
<input type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input type="checkbox"/> Untreated adults with mental illness
<input type="checkbox"/> Community Safety	<input type="checkbox"/> Fall-related deaths <input type="checkbox"/> Homelessness rate <input type="checkbox"/> Domestic Violence rate
<input checked="" type="checkbox"/> Equitable Society	<input type="checkbox"/> % Unemployment <input checked="" type="checkbox"/> % Food insecure households <input type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

- 1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
 - a. Navigation services to a minimum of 1,000 unduplicated adult individuals and/or families x \$53.68 per individual adult/family.
- 2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 4) 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.

- 5) 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.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. 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.
- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.
- 10) Ensure as appropriate that clients 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) # Clients helped by navigator, # Clients screened using the social needs screening tool; and
- 2) # or % of food distributed in Santa Fe County; # of agencies with improved nutrition; and
- 3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. Deliverables:

- 1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [\$114,000.00].

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 fifty three dollars and sixty eight cents (\$53.68) per unduplicated person served for Tier II services in FY20, up to a total of fifty-seven thousand dollars (\$57,000.00), including gross receipts tax.

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 fifty three dollars and sixty eight cents (\$53.68) per unduplicated person served for Tier II services in FY21, up to a total of fifty-seven thousand dollars (\$57,000.00), including gross receipts tax.

B. Payment in 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. 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, jjisanchez@ci.santa-fe.nm.us].

To the Contractor: [The Food Depot, 1222 A Siler Road, shooper@thefooddepot.org].

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 Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly 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 quarter (if not already included in

reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:

- Quarter 1: July-September
- Quarter 2: October-December
- Quarter 3: January-March
- Quarter 4: April-June

Reports Due:

- October 15th
- January 15th
- April 15th
- July 5th

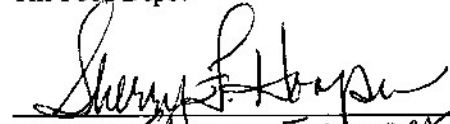
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

The Food Depot


 ALAN M. WEBBER, MAYOR

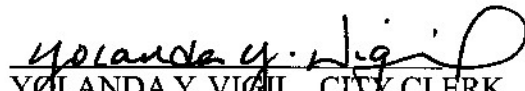

 NAME: Sherry F. Hooper
 TITLE: Executive Director

DATE: 7/12/19

DATE: 7-3-19

CRS# EXEMPT
REGISTRATION# 19-00059520

ATTEST:


 YOLANDA Y. VIGIL, CITY CLERK
 @ mtg. 5.29.2019

APPROVED AS TO FORM:


 for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


 MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

SANCHEZ, JULIE J.

From: Chris Blumenstein <navigator@thefooddepot.org>
Sent: Friday, December 11, 2020 1:47 PM
To: SANCHEZ, JULIE J.
Cc: Jill Dixon
Subject: The Food Depot grant revision proposal FY '20-'21

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.

Hi Julie,

I hope your week is wrapping up nicely and you're looking forward to the weekend. Here is our revision proposal as discussed.

Navigation: 75 clients at \$253 per (\$18,975)
Safety net: 225 clients at \$169 per (\$38,025)

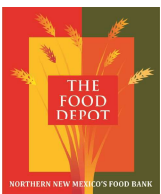
Thank you,

Chris

--

Chris Blumenstein, LCSW
Resource Navigator

[The Food Depot provided over 5.6 million meals between March and the end of September as part of its COVID-19 Response. The work continues. Make a difference by [volunteering](#) or [donating](#) today.]



1222 A Siler Road
Santa Fe, NM 87507
mobile: [\(505\) 470-2236](tel:5054702236)
fax: [\(505\) 471-2025](tel:5054712025)



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: THE FOOD DEPOT

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Mar 17, 2021 08:56 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200474

Contractor: The Food Depot

Description: Human Services Committee recommended adult services FY 19-21

Contract Agreement Lease / Rent Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council Date: 5/29/19

Contract / Lease: HSC recommended services for FY 19-21

Amendment # 1 to the Original Contract / Lease # 19-05886

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Extension of term for one (1) year and revise scope of work.

3. Procurement History: RFP#19/31/P

Fran Duway
Fran Duway (Mar 17, 2021 08:56 MDT)

Mar 17, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Extend & increase comp- 7/12/21 -6/30/22

4. Funding Source: Human Service Fund/ 240

Org / Object: 2400122/510400

Alexis Lotero
Alexis Lotero (Mar 16, 2021 16:53 MDT)

Mar 16, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Elizabeth Peterson Phone # (505) 470-3186

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: THE FOOD DEPOT
DBA: THE FOOD DEPOT

Business Location: 1222 SILER RD
SANTA FE, NM 87505

Owner: JUDITH SCARVIE

License Number: 225105

Issued Date: January 28, 2021

Expiration Date: January 28, 2022

CRS Number: 02-267847-00-6

License Type: Business License - Renewable

Classification: Business Registration - Food Sales

Fees Paid: \$35.00

THE FOOD DEPOT
1222 SILER RD A
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/17/2020

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C No. Ext): (505) 982-4302 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com	FAX (A/C No): (505) 989-9186
	INSURER(S) AFFORDING COVERAGE	
INSURED Food Depot, Inc. 1222A Siler Road Santa Fe NM 87507	INSURER A: Cincinnati Insurance Companies	
	INSURER B: New Mexico Assurance Company	
	INSURER C: United States Liability Insura	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES

CERTIFICATE NUMBER: Cert ID 28759

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP 0214646	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1M/3M
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0214646	10/12/2020	10/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ none			EPP 0214646	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20870.123	10/13/2020	10/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors and Officers			NDO1559745C	10/13/2020	10/13/2021	Limit \$ 1,000,000
C	Employment Practices Liab			NDO1559745C	10/13/2020	10/13/2021	Limit \$ 1,000,000

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

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER


City of Santa Fe
 Community Services Department
 200 Lincoln Ave Room 122

 Santa Fe NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

Signature: 

Kyra Ochoa (Mar 8, 2021 14:30 CST)

Email: krochoa@santafenm.gov

GB COMMUNITY HEALTH & SAFETY-FOOD DEPOT AMENDMENT.

Final Audit Report

2021-03-08

Created:	2021-03-08
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAyHa_kLPBGNozE9rmj-m82IOkBNhJddm

"GB COMMUNITY HEALTH & SAFETY-FOOD DEPOT AMENDMENT." History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 8:12:22 PM GMT- IP address: 63.232.20.2
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 8:12:56 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-08 - 8:28:33 PM GMT- IP address: 174.219.20.232
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-08 - 8:30:52 PM GMT - Time Source: server- IP address: 174.219.20.232
-  Agreement completed.
2021-03-08 - 8:30:52 PM GMT









GB COMMUNITY HEALTH AND SAFETY FOOD DEPOT AMENDMENT

Final Audit Report

2021-03-17

Created:	2021-03-15
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI185I3EwTixMJ-wiceDsFal-p5Nx7As

"GB COMMUNITY HEALTH AND SAFETY FOOD DEPOT AMENDMENT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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2021-03-15 - 4:26:09 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-16 - 10:51:40 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-16 - 10:53:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 10:53:10 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-17 - 2:53:54 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 2:56:24 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-17 - 2:56:24 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: February 15, 2021

TO: Alan Webber, Mayor and City Council

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director *KO*
Julie Sanchez, Youth and Family Services Division Director *JJS*

FROM: Elizabeth Peterson, Children and Youth Program Manager *EP*

ITEM AND ISSUE:

Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amounts.

BACKGROUND AND SUMMARY:

The Santa Fe Human Services Committee (HSC) was established by resolution 2012- 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:

Multiple award recommendations were made by the Human Services Committee. **(Please reference Appendix A for the Munis Contract Numbers)**

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: Human Services/ 2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)
Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Feb 23, 2021 13:28 MST)
Email: jjsanchez@santafenm.gov









HSC Term Extension Contract Amendments Memo

Final Audit Report

2021-02-23

Created:	2021-02-23
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_XZqtctFYFM8vLgOllqGDao6rvaJDNXY

"HSC Term Extension Contract Amendments Memo" History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-23 - 8:22:09 PM GMT- IP address: 63.232.20.2
-  Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
2021-02-23 - 8:23:08 PM GMT
-  Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-23 - 8:23:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88
-  Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-23 - 8:24:13 PM GMT
-  Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
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-  Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-02-23 - 8:28:13 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0590**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and KITCHEN ANGELS (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Kitchen Angels

ALAN WEBBER, MAYOR

Tony Steyer

NAME & TITLE

Date: _____

Date: 11 January 2021
CRS# Exempt
Business Registration# 224767

ATTEST:

KRISTINE MIHELIC CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Jan 11, 2021 14:13 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

24100122.510400 *AL*
MUNIS ORG/OBJ AL






2021 01 11 Amendment 1 Kitchen Angels

Final Audit Report

2021-01-11

Created:	2021-01-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
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"2021 01 11 Amendment 1 Kitchen Angels" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT
Tier II 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 **KITCHEN ANGELS** 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. **Safety Net Services:** Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.
- b. **Navigation:** the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, 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.
- c. **Food Insecure:** lacking reliable access to a sufficient quantity of affordable, nutritious food.
- d. **Binge Drinking:** the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- e. **Homelessness:** the circumstance of being without a permanent dwelling, such as a house or apartment.
- f. **Unemployment:** the circumstance of being without a paid job while available to work.
- g. **Openness and Acceptance:** a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- h. **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).
- i. **Health Insurance Portability and Accountability Act (HIPAA):** HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation 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.

- j.* 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.

- k.* 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.

- l.* 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.

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2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 st trimester
<input type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input type="checkbox"/> Untreated adults with mental illness
<input type="checkbox"/> Community Safety	<input type="checkbox"/> Fall-related deaths <input type="checkbox"/> Homelessness rate <input type="checkbox"/> Domestic Violence rate
<input checked="" type="checkbox"/> Equitable Society	<input type="checkbox"/> % Unemployment <input checked="" type="checkbox"/> % Food insecure households <input type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

- 1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
 - a. Navigation services to a minimum of 215 unduplicated adult individuals and/or families x \$29.03 per individual adult/family.
 - b. Safety net services to minimum of 15.95 unduplicated adult individuals and/or families x \$2,741.88 per individual adult/family.
- 2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 4) 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.

- 5) 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.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. 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.
- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

- 10) Ensure as appropriate that clients 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) # Clients helped by navigator, # Clients screened using the social needs screening tool; and
- 2) # or % reported improved health; # or % reported improved diet; # or % reported improved reported improvement to afford basic needs; and
- 3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. Deliverables:

- 1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [\$100,000.00].

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 twenty nine dollars and three cents (\$29.03) per unduplicated person served for Tier II services, and at the rate of up to two thousand seven hundred and forty-one dollars and eighty-eight cents (\$2,741.88) per unduplicated person served for Tier I services in FY20 for up to a total of fifty thousand dollars (\$50,000.00), including gross receipts tax.

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 twenty nine dollars and three cents (\$29.03) per unduplicated person served for Tier II services, and at the rate of up to two thousand seven hundred and forty-one dollars and eighty-eight cents (\$2,741.88) per unduplicated person served for Tier I services in FY21 for up to a total of fifty thousand dollars (\$50,000.00), including gross receipts tax.

B. Payment in 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. 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@ci.santa-fe.nm.us].

To the Contractor: [Kitchen Angels, 1222 Siler Road, tmccarty@kitchenangels.org].

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 Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th

quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly 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 quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:

- Quarter 1: July-September
- Quarter 2: October-December
- Quarter 3: January-March
- Quarter 4: April-June

Reports Due:

- October 15th
- January 15th
- April 15th
- July 5th

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 M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:

Kitchen Angels

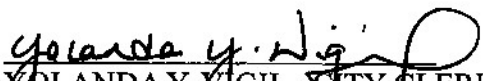

NAME & TITLE: executive director

DATE: 28 June 2019

CRS# EXEMPT

REGISTRATION# 19-00040240

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5.29.2019

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR *MM*

22763.510400

Business Unit Line Item

HSC Contract Amendment List 19/31/P

APPENDIX A: FY19-21 HSC Contract Amendments

	Name of Nonprofit Organization	MUNIS Contract #	HSC Contract Amounts	Tier	Funding Category/Goal Area
1	Coming Home Connection	3200428	\$ 75,000.00	II	Community Safety
2	Esperanza Shelter	3200450	\$ 43,000.00	II	Community Safety
3	Feeding Santa Fe	3200472	\$ 30,000.00	I	Equitable Society
4	Food Depot	3200474	\$ 57,000.00	II	Equitable Society
5	Interfaith Community Shelter	3200483	\$ 150,000.00	II	Behavioral Health, Community Safety
6	Kitchen Angels	3200485	\$ 50,000.00	II	Equitable Society
7	La Familia	3200585	\$ 75,000.00	I	Adult Health
8	Life Link	3200493	\$ 70,000.00	II	Behavioral Health, Community Safety
9	Literacy Volunteers	3200712	\$ 60,000.00	I	Equitable Society
10	NM Immigrant Law Center	3200855	\$ 50,000.00	I	Community Safety, Equitable Society
11	Santa Fe Dreamers Project	3200595	\$ 40,000.00	I	Equitable Society
12	St. Elizabeth Shelter	3200597	\$ 100,000.00	II	Community Safety
13	YouthWorks	3200587	\$ 50,000.00	II	Equitable Society
			\$ 850,000.00		

Definitions:

Tier I will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

Tier II will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Mar 17, 2021 09:25 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # Appendix A mult

Contractor: Multiple HSC funded organizations: Appendix A

Description: Human Services Committee funded adult services FY 19-21

Contract Agreement Lease / Rent Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council

Date: 5/29/19

Contract / Lease: HSC funded services for FY 19-21

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council

Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Extension of term for one (1) year for multiple organizations.

3. Procurement History: RFP#19/31/P

Fran Dunaway
Fran Dunaway (Mar 17, 2021 09:25 MDT)

Mar 17, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: extension & increase for Navigation Services July 12, 2021-June30, 2022

4. Funding Source: Human Service Fund/ 240

Org / Object: 2400122/510400

Alexis Lotero
Alexis Lotero (Mar 16, 2021 17:39 MDT)

Mar 16, 2021

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Elizabeth Peterson

Phone # (505) 470-3186

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: KITCHEN ANGELS
DBA: KITCHEN ANGELS

Business Location: 1222 SILER RD
SANTA FE, NM 87505

Owner: MIKE TYSON

License Number: 224767

Issued Date: January 06, 2021

Expiration Date: January 06, 2022

CRS Number: 02-265457-00-7

License Type: Business License - Renewable

Classification: Business Registration - Food Sales

Fees Paid: \$35.00

KITCHEN ANGELS
1222 SILER RD
SANTA FE , NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2021

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: PHONE (A/C, No. Ext): (505) 982-4302		FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance Companies	10677
		INSURER B: New Mexico Premier Ins Co	13673
		INSURER C: Philadelphia Indemnity Insuran	18058
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 30356 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ETD0439625	06/25/2020	06/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1M/3M
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETD0439625	06/25/2020	06/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ none			ETD0439625	06/25/2020	06/25/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 products/C-O&a- \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	26556.123	06/21/2020	06/21/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Services			ETD0439625	06/25/2020	06/25/2021	Professional Liability \$ 1,000,000
C	Accident Policy			PHPA058053	06/25/2020	06/25/2021	Medical Expense Max Benefit \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe
 P.O. Box 909
 Santa Fe NM 875040909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Signature: Kyra Ochoa
Kyra Ochoa (Mar 8, 2021 15:50 CST)

Email: krochoa@santafenm.gov






GB COMMUNITY HEALTH AND SAFETY KITCHEN ANGELS - AMENDMENT.

Final Audit Report

2021-03-08

Created:	2021-03-08
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4wi7-EJzq9RL3DpLVmtsM4XP9VhaNwp

"GB COMMUNITY HEALTH AND SAFETY KITCHEN ANGELS - AMENDMENT." History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 8:46:44 PM GMT- IP address: 63.232.20.2
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 8:47:25 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-08 - 9:49:44 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-08 - 9:50:27 PM GMT - Time Source: server- IP address: 97.88.230.12
-  Agreement completed.
2021-03-08 - 9:50:27 PM GMT









GB COMMUNITY HEALTH AND SAFETY KITCHEN ANGELS

Final Audit Report

2021-03-17

Created:	2021-03-15
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfVgGgBVjkLgDcu7n8UlehbsZPsFQD2Q_S

"GB COMMUNITY HEALTH AND SAFETY KITCHEN ANGELS" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-15 - 4:13:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-15 - 4:16:16 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-16 - 11:37:47 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-16 - 11:39:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 11:39:25 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-17 - 3:13:45 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 3:25:33 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-17 - 3:25:33 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: February 15, 2021

TO: Alan Webber, Mayor and City Council

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director *KO*
Julie Sanchez, Youth and Family Services Division Director *JJS*

FROM: Elizabeth Peterson, Children and Youth Program Manager *EP*

ITEM AND ISSUE:

Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amounts.

BACKGROUND AND SUMMARY:

The Santa Fe Human Services Committee (HSC) was established by resolution 2012- 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:

Multiple award recommendations were made by the Human Services Committee. **(Please reference Appendix A for the Munis Contract Numbers)**

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: Human Services/ 2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)
Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Feb 23, 2021 13:28 MST)
Email: jjsanchez@santafenm.gov

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0589

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and ESPERANZA SHELTER (the "Contractor").

The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to **adult's** ages 18+.
- B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30th 2022 unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Esperanza Shelter

ALAN WEBBER, MAYOR



Anji Estrellas, Executive Director

Date: _____

Date: 1-26-21
CRS :#01190955002
BUSINESS LICENSE# 222552

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:




Marcos Martinez (Jan 11 2021 14:01 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 
MUNIS ORG/OBJ AL

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II 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 **ESPERANZA SHELTER**, 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. **Safety Net Services:** Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.
- b. **Navigation:** the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, 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.
- c. **Food Insecure:** lacking reliable access to a sufficient quantity of affordable, nutritious food.
- d. **Binge Drinking:** the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- e. **Homelessness:** the circumstance of being without a permanent dwelling, such as a house or apartment.
- f. **Unemployment:** the circumstance of being without a paid job while available to work.
- g. **Openness and Acceptance:** a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- h. **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).
- i. **Health Insurance Portability and Accountability Act (HIPAA):** HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation 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.

- j.* 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.

- k.* 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.

- l.* 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.

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2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 st trimester
<input type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input type="checkbox"/> Untreated adults with mental illness
<input checked="" type="checkbox"/> Community Safety	<input type="checkbox"/> Fall-related deaths <input type="checkbox"/> Homelessness rate <input checked="" type="checkbox"/> Domestic Violence rate
<input type="checkbox"/> Equitable Society	<input type="checkbox"/> % Unemployment <input type="checkbox"/> % Food insecure households <input type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

- 1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
 - a. Navigation services to a minimum of 138 unduplicated adult individuals and/or families x \$310.00 per individual adult/family.
- 2) Navigation and/or safety net services to City of Santa Fe residents ages 18+.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 4) 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.

- 5) 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.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. 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.
- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.
- 10) Ensure as appropriate that clients 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) # Clients helped by navigator, # Clients screened using the social needs screening tool; and
- 2) # or % of clients meeting their goals; and
- 3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. Deliverables:

- 1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [\$86,000.00].

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 and ten dollars (\$310.00) per unduplicated person served for Tier II services in FY20, up to a total of forty-three thousand dollars (\$43,000.00), including gross receipts tax.

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 and ten dollars (\$310.00) per unduplicated person served for Tier II services in FY21, up to a total of forty-three thousand dollars (\$43,000.00), including gross receipts tax.

B. Payment in 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. 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@ci.santa-fe.nm.us].

To the Contractor: [Esperanza Shelter, 3130 Rufina Street,
director@esperanzashelter.org].

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 Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly 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 quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:

Quarter 1: July-September
Quarter 2: October-December
Quarter 3: January-March
Quarter 4: April-June

Reports Due:

October 15th
January 15th
April 15th
July 5th

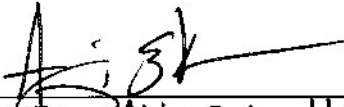
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

Esperanza Shelter


ALAN M. WEBBER, MAYOR

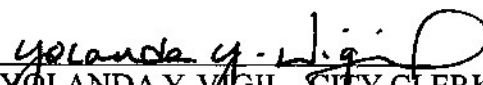

NAME: Anip Estrellas
TITLE: Executive Director

DATE: 7/12/19

DATE: 7-2-19

CRS# EXEMPT
REGISTRATION# 19-00112599

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5-29-2019

APPROVED AS TO FORM:


for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR *mt*

22763.510400
Business Unit Line Item

HSC Contract Amendment List 19/31/P

APPENDIX A: FY19-21 HSC Contract Amendments

	Name of Nonprofit Organization	MUNIS Contract #	HSC Contract Amounts	Tier	Funding Category/Goal Area
1	Coming Home Connection	3200428	\$ 75,000.00	II	Community Safety
2	Esperanza Shelter	3200450	\$ 43,000.00	II	Community Safety
3	Feeding Santa Fe	3200472	\$ 30,000.00	I	Equitable Society
4	Food Depot	3200474	\$ 57,000.00	II	Equitable Society
5	Interfaith Community Shelter	3200483	\$ 150,000.00	II	Behavioral Health, Community Safety
6	Kitchen Angels	3200485	\$ 50,000.00	II	Equitable Society
7	La Familia	3200585	\$ 75,000.00	I	Adult Health
8	Life Link	3200493	\$ 70,000.00	II	Behavioral Health, Community Safety
9	Literacy Volunteers	3200712	\$ 60,000.00	I	Equitable Society
10	NM Immigrant Law Center	3200855	\$ 50,000.00	I	Community Safety, Equitable Society
11	Santa Fe Dreamers Project	3200595	\$ 40,000.00	I	Equitable Society
12	St. Elizabeth Shelter	3200597	\$ 100,000.00	II	Community Safety
13	YouthWorks	3200587	\$ 50,000.00	II	Equitable Society
			\$ 850,000.00		

Definitions:

Tier I will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

Tier II will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Mar 17, 2021 09:08 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # Appendix A mult

Contractor: Multiple HSC funded organizations: Appendix A

Description: Human Services Committee funded adult services FY 19-21

Contract Agreement Lease / Rent Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council

Date: 5/29/19

Contract / Lease: HSC funded services for FY 19-21

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council

Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Extension of term for one (1) year for multiple organizations.

3. Procurement History: RFP#19/31/P


Fran D'Amico (Mar 17, 2021 09:08 MDT)

Mar 17, 2021


Purchasing Officer Review:

Date:

Comment & Exceptions: extend & increase Navigations Services 7/12/21-6/30/22

4. Funding Source: Human Service Fund/ 240

Org / Object: 2400122/510400


Alexis Lotero (Mar 16, 2021 16:57 MDT)

Mar 16, 2021

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Elizabeth Peterson

Phone # (505) 470-3186

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: ESPERANZA SHELTER INC
DBA: ESPERANZA SHELTER INC

Business Location: 3130 RUFINA ST
SANTA FE, NM 87507

Owner: ESPERANZA SHELTER INC

License Number: 222552

Issued Date: January 28, 2021

Expiration Date: January 28, 2022

CRS Number: 01190955002

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

ESPERANZA SHELTER INC
3130 RUFINA ST
SANTA FE , NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF SANTA FE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Signature: Kyra Ochoa
Kyra Ochoa (Mar 10, 2021 14:29 CST)

Email: krochoa@santafenm.gov




GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER - AMENDMENT.

Final Audit Report

2021-03-10

Created:	2021-03-08
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACI4gbhTI9VYOV3FLenioABMO7NwZBaSM

"GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER - AMENDMENT." History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 7:54:41 PM GMT- IP address: 63.232.20.2
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 7:55:23 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-10 - 8:28:50 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-10 - 8:29:23 PM GMT - Time Source: server- IP address: 97.88.230.12
-  Agreement completed.
2021-03-10 - 8:29:23 PM GMT









GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER AMENDMENT

Final Audit Report

2021-03-17

Created:	2021-03-15
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3DJXuxf7PGzu8pp1qsZII2xaahGKQyQK

"GB COMMUNITY HEALTH AND SAFETY ESPERANZA SHELTER AMENDMENT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-15 - 4:23:33 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-16 - 10:55:00 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
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-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 10:57:05 PM GMT
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2021-03-17 - 3:01:34 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 3:08:48 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-17 - 3:08:48 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: February 15, 2021

TO: Alan Webber, Mayor and City Council

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director *KO*
Julie Sanchez, Youth and Family Services Division Director *JJS*

FROM: Elizabeth Peterson, Children and Youth Program Manager *EP*

ITEM AND ISSUE:

Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amounts.

BACKGROUND AND SUMMARY:

The Santa Fe Human Services Committee (HSC) was established by resolution 2012- 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:

Multiple award recommendations were made by the Human Services Committee. **(Please reference Appendix A for the Munis Contract Numbers)**

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: Human Services/ 2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)
Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Feb 23, 2021 13:28 MST)
Email: jjsanchez@santafenm.gov

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0582**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 12, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and YOUTHWORKS (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
YouthWorks

ALAN WEBBER, MAYOR

Melissa Schnyler, Executive Director
NAME & TITLE

Date: _____

Date: January 11, 2021

ATTEST:

CRS#EXEMPT
REGISTRATION# 19-00091367
BUSINESS LICENSE# 22597

CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 8, 2021 14:45 MST)

SENIOR ASSISTANTCITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Tier II 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 **YOUTHWORKS** 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. **Safety Net Services:** Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.
- b. **Navigation:** the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, 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.
- c. **Food Insecure:** lacking reliable access to a sufficient quantity of affordable, nutritious food.
- d. **Binge Drinking:** the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- e. **Homelessness:** the circumstance of being without a permanent dwelling, such as a house or apartment.
- f. **Unemployment:** the circumstance of being without a paid job while available to work.
- g. **Openness and Acceptance:** a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- h. **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).
- i. **Health Insurance Portability and Accountability Act (HIPAA):** HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation 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.

- j.* 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.

- k.* 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.

- l.* 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.

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2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 st trimester
<input type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input type="checkbox"/> Untreated adults with mental illness
<input type="checkbox"/> Community Safety	<input type="checkbox"/> Fall-related deaths <input type="checkbox"/> Homelessness rate <input type="checkbox"/> Domestic Violence rate
<input checked="" type="checkbox"/> Equitable Society	<input checked="" type="checkbox"/> % Unemployment <input type="checkbox"/> % Food insecure households <input checked="" type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input checked="" type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

- 1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
 - a. Navigation services to a minimum of 115 unduplicated adult individuals and/or families x \$434.78 per individual adult/family.
- 2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 4) 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.

- 5) 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.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. 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.
- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.
- 10) Ensure as appropriate that clients 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) # Clients helped by navigator, # Clients screened using the social needs screening tool; and
- 2) # or % clients receiving classroom and on-the-job training; # or % placed in permanent employment; # or % enrolled in post-secondary education; # or % of clients receiving their GED; and
- 3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. Deliverables:

- 1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [\$100,000.00].

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 four hundred and thirty-three dollars and thirty-one cents (\$434.78) per unduplicated person served for Tier II services in FY20 for up to a total of fifty thousand dollars (\$50,000.00), including gross receipts tax.

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 four hundred and thirty-three dollars and thirty-one cents (\$434.78) per unduplicated person served for Tier II services in FY21 for up to a total of fifty thousand dollars (\$50,000.00), including gross receipts tax.

B. Payment in 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. 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@ci.santa-fe.nm.us].

To the Contractor: [YouthWorks, 1504 Cerrillos Road, melynn@santafeyouthworks.org].

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 Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly 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 quarter (if not already included in

reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:

Quarter 1: July-September
Quarter 2: October-December
Quarter 3: January-March
Quarter 4: April-June

Reports Due:

October 15th
January 15th
April 15th
July 5th

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

CITY OF SANTA FE:

CONTRACTOR:

YouthWorks


ALAN M. WEBBER, MAYOR

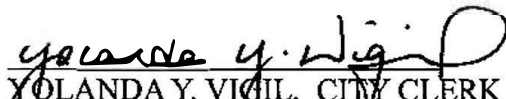

NAME:
TITLE:

DATE: 7/12/19

DATE: 07/03/19

CRS# EXEMPT
REGISTRATION# 19-00091367

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5.29.2019

APPROVED AS TO FORM:


for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

HSC Contract Amendment List 19/31/P

APPENDIX A: FY19-21 HSC Contract Amendments

	Name of Nonprofit Organization	MUNIS Contract #	HSC Contract Amounts	Tier	Funding Category/Goal Area
1	Coming Home Connection	3200428	\$ 75,000.00	II	Community Safety
2	Esperanza Shelter	3200450	\$ 43,000.00	II	Community Safety
3	Feeding Santa Fe	3200472	\$ 30,000.00	I	Equitable Society
4	Food Depot	3200474	\$ 57,000.00	II	Equitable Society
5	Interfaith Community Shelter	3200483	\$ 150,000.00	II	Behavioral Health, Community Safety
6	Kitchen Angels	3200485	\$ 50,000.00	II	Equitable Society
7	La Familia	3200585	\$ 75,000.00	I	Adult Health
8	Life Link	3200493	\$ 70,000.00	II	Behavioral Health, Community Safety
9	Literacy Volunteers	3200712	\$ 60,000.00	I	Equitable Society
10	NM Immigrant Law Center	3200855	\$ 50,000.00	I	Community Safety, Equitable Society
11	Santa Fe Dreamers Project	3200595	\$ 40,000.00	I	Equitable Society
12	St. Elizabeth Shelter	3200597	\$ 100,000.00	II	Community Safety
13	YouthWorks	3200587	\$ 50,000.00	II	Equitable Society
			\$ 850,000.00		

Definitions:

Tier I will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

Tier II will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Mar 17, 2021 09:13 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # Appendix A mult

Contractor: Multiple HSC funded organizations: Appendix A

Description: Human Services Committee funded adult services FY 19-21

Contract Agreement Lease / Rent Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council

Date: 5/29/19

Contract / Lease: HSC funded services for FY 19-21

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council

Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Extension of term for one (1) year for multiple organizations.

3. Procurement History: RFP#19/31/P

Fran Duway
Fran Duway (Mar 17, 2021 09:13 MDT)

Mar 17, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: extend & increase Navigation Services 7/12/21-6/30/22

4. Funding Source: Human Service Fund/ 240

Org / Object: 2400122/510400

Alexis Lotero
Alexis Lotero (Mar 16, 2021 17:03 MDT)

Mar 16, 2021

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Elizabeth Peterson

Phone # (505) 470-3186

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: MELYNN SCHUYLER

License Number: 222597

Issued Date: November 25, 2020

Expiration Date: November 25, 2021

CRS Number: 02-471161-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Signature: Kyra Ochoa
Kyra Ochoa (Mar 9, 2021 14:51 CST)

Email: krochoa@santafenm.gov






GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AMENDMENT.

Final Audit Report

2021-03-09

Created:	2021-03-09
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAASwzCSLFhQNb07gvn4aYU09YTzrK2m1BG

"GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AMENDMENT." History

-  Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-03-09 - 8:48:59 PM GMT- IP address: 63.232.20.2
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-09 - 8:49:32 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-09 - 8:50:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-09 - 8:51:03 PM GMT - Time Source: server- IP address: 97.88.230.12
-  Agreement completed.
2021-03-09 - 8:51:03 PM GMT









GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AMENDMENT

Final Audit Report

2021-03-17

Created:	2021-03-15
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtDcaoMGI3FLkfdSdnleZO0IgnWmzt3g

"GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AMENDMENT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-15 - 4:17:25 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-15 - 4:19:51 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-16 - 10:59:43 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-16 - 11:03:49 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 11:03:52 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-17 - 3:09:23 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 3:13:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-17 - 3:13:25 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: February 15, 2021

TO: Alan Webber, Mayor and City Council

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director ~~KO~~
Julie Sanchez, Youth and Family Services Division Director ~~JJS~~

FROM: Elizabeth Peterson, Children and Youth Program Manager ~~EP~~

ITEM AND ISSUE:

Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amounts.

BACKGROUND AND SUMMARY:

The Santa Fe Human Services Committee (HSC) was established by resolution 2012- 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:

Multiple award recommendations were made by the Human Services Committee. **(Please reference Appendix A for the Munis Contract Numbers)**

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: Human Services/ 2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)
Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Feb 23, 2021 13:28 MST)
Email: jjsanchez@santafenm.gov









HSC Term Extension Contract Amendments Memo

Final Audit Report

2021-02-23

Created:	2021-02-23
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_XZqtctFYFM8vLgOllqGDao6rvaJDNXY

"HSC Term Extension Contract Amendments Memo" History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-23 - 8:22:09 PM GMT- IP address: 63.232.20.2
-  Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
2021-02-23 - 8:23:08 PM GMT
-  Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-23 - 8:23:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88
-  Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-23 - 8:24:13 PM GMT
-  Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-23 - 8:27:38 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-02-23 - 8:28:13 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0588**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and LITERACY VOLUNTEERS (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL
APPROVED BY THE CITY. This Agreement shall terminate on **June 30th**
2022 unless terminated pursuant to paragraph 4 (Termination), or
paragraph (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.

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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Literacy Volunteers

ALAN WEBBER, MAYOR

Letty Naranjo, Executive Director
NAME & TITLE

Date: _____

Date: 28 Jan 2021
CRS# Exempt
Business Reg# 19-00111062
BUSINESS LICENSE#225913 -

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 08:52 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL






2021 01 11 Amendment 1 Literacy Volunteers

Final Audit Report

2021-01-12

Created:	2021-01-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlpHCz8s2OptnodeleHa65nhlccgmOI27

"2021 01 11 Amendment 1 Literacy Volunteers" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-12 - 3:49:50 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-12 - 3:50:10 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-12 - 3:50:24 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-12 - 3:52:34 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.
2021-01-12 - 3:52:34 PM GMT

CITY OF SANTA FE

GOODS AND SERVICES

Tier I: Safety Net 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."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- b. "You" and "your" refers to (**LITERACY VOLUNTEERS OF SANTA FE**). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.
- c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.
- d. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.
- e. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- f. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.
- g. Unemployment: the circumstance of being without a paid job while available to work.
- h. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- 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.

2. **Scope of Work**

Tier I: Safety Net Services Delivery (ages 18+)

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 st trimester
<input type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input type="checkbox"/> Untreated adults with mental illness
<input type="checkbox"/> Community Safety	<input type="checkbox"/> Fall-related deaths <input type="checkbox"/> Homelessness rate <input type="checkbox"/> Domestic Violence rate
<input checked="" type="checkbox"/> Equitable Society	<input checked="" type="checkbox"/> % Unemployment <input type="checkbox"/> % Food insecure households <input checked="" type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

- 1) Safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
- 2) Safety net services to City of Santa Fe resident's ages 18+.
- 3) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee, which will track individual client outcomes and effectiveness of referrals within a network on participating community organizations. This includes participation in data sharing with other organizations on referrals received and processed (with consent of the clients served obtained by referring agency) and requires MOUs 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.
- 4) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of referrals and number of clients served.

- 5) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery.
- 6) Ensure as appropriate that clients 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) # or % of adult participants placed in employment, # or % of adult participants enrolled in post-secondary education; # or % of participants with improved literacy after 6 months in the program; and
- 2) # or % of clients referred to Literacy Volunteers from outside agencies; and
- 3) # or % of Literacy Volunteers participants screened by the social needs screening tool.

C. Deliverables:

- 1) Provide Literacy Instruction, Employment programming and Post-secondary enrollment to a minimum of 140 unduplicated adult individuals and/or families x \$428.00 per individual adult/family.
- 2) Annual report and three quarterly reports documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

3. Compensation

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

Deliverable item: _____

FY20: Unduplicated People Served 140 x \$428.00 (annual per person rate) = \$60,000.00
(Total Contract Amount)

FY21: Unduplicated People Served 140 x \$428.00 (annual per person rate) = \$60,000.00
(Total Contract Amount)

The total compensation under this Agreement shall not exceed [\$120,000.00] including New Mexico gross receipts tax.

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 on **June 30th 2021** The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

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 Vendor'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 Vendor; 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 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.

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. **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.

15. **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.

16. **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.

17. **Records and Financial 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. 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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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, § 38-3-1 (G). 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.

29. **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.

30. **Incorporation by Reference and Precedence**

A. 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.

B. 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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. 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:

- i. 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;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. 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.

39. **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.

40. **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.

41. **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.

42. **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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Literacy Volunteers, 6401 Richards Ave, letty.naranjo@sfcc.org].

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

To the Contractor: [Literacy Volunteers, 6401 Richards Ave, letty.naranjo@sfcc.org].

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

43. **Succession**

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

44. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly 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 quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B. **Fiscal Year Quarters:**

Quarter 1: July-September
Quarter 2: October-December
Quarter 3: January-March
Quarter 4: April-June

Reports Due:

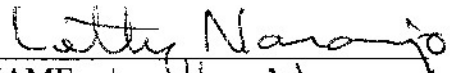
October 15th
January 15th
April 15th
July 5th

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

CITY OF SANTA FE:

CONTRACTOR:
Literacy Volunteers


ALAN M. WEBBER, MAYOR

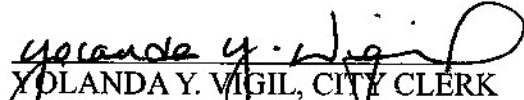

NAME: Letty Naranjo
TITLE: Executive Director

DATE: 7/12/19

DATE: 2 July 2019

CRS#EXEMPT
REGISTRATION # 19-00111062

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5.29.2019

APPROVED AS TO FORM:


for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR *SM*

22763.510400
Business Unit Line Item

HSC Contract Amendment List 19/31/P

APPENDIX A: FY19-21 HSC Contract Amendments

	Name of Nonprofit Organization	MUNIS Contract #	HSC Contract Amounts	Tier	Funding Category/Goal Area
1	Coming Home Connection	3200428	\$ 75,000.00	II	Community Safety
2	Esperanza Shelter	3200450	\$ 43,000.00	II	Community Safety
3	Feeding Santa Fe	3200472	\$ 30,000.00	I	Equitable Society
4	Food Depot	3200474	\$ 57,000.00	II	Equitable Society
5	Interfaith Community Shelter	3200483	\$ 150,000.00	II	Behavioral Health, Community Safety
6	Kitchen Angels	3200485	\$ 50,000.00	II	Equitable Society
7	La Familia	3200585	\$ 75,000.00	I	Adult Health
8	Life Link	3200493	\$ 70,000.00	II	Behavioral Health, Community Safety
9	Literacy Volunteers	3200712	\$ 60,000.00	I	Equitable Society
10	NM Immigrant Law Center	3200855	\$ 50,000.00	I	Community Safety, Equitable Society
11	Santa Fe Dreamers Project	3200595	\$ 40,000.00	I	Equitable Society
12	St. Elizabeth Shelter	3200597	\$ 100,000.00	II	Community Safety
13	YouthWorks	3200587	\$ 50,000.00	II	Equitable Society
			\$ 850,000.00		

Definitions:

Tier I will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

Tier II will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Mar 17, 2021 09:35 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # Appendix A mult

Contractor: Multiple HSC funded organizations: Appendix A

Description: Human Services Committee funded adult services FY 19-21

Contract Agreement Lease / Rent Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council

Date: 5/29/19

Contract / Lease: HSC funded services for FY 19-21

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council

Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Extension of term for one (1) year for multiple organizations.

3. Procurement History: RFP#19/31/P

Fran DiNunzio
Fran DiNunzio (Mar 17, 2021 09:35 MDT)

Purchasing Officer Review:

Mar 17, 2021

Date:

Comment & Exceptions: extend & increase Navigation Services 7/12/21-6/30/22

4. Funding Source: Human Service Fund/ 240

Org / Object: 2400122/510400

Alexis Lotero
Alexis Lotero (Mar 16, 2021 11:49 AM)

Budget Officer Approval:

Mar 16, 2021

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Elizabeth Peterson

Phone # (505) 470-3186

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: LITERACY VOLUNTEERS OF SF
DBA: LITERACY VOLUNTEERS OF SF

Business Location: 6401 RICHARDS AVE
SANTA FE, NM 87508

Owner: LITERACY VOLUNTEERS OF SF

License Number: 225913

Issued Date: February 18, 2021

Expiration Date: February 18, 2022

CRS Number: 02037751007

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

LITERACY VOLUNTEERS OF SF
6401 RICHARDS AVE
SANTA FE, NM 87508

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/25/2021

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

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	CONTACT NAME: Risk Services		
	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449	
	E-MAIL ADDRESS: rservices@pomsassoc.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority		N/A
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Community College 4110 Old Taos Highway Santa Fe, NM 87501	INSURER B : Safety National		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MOC NO L0023	07/01/2020	07/01/2021	EACH OCCURRENCE \$ Tort Limit DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit MED EXP (Any one person) \$ Tort Limit PERSONAL & ADV INJURY \$ Tort Limit GENERAL AGGREGATE \$ Tort Limit PRODUCTS - COMP/OP AGG \$ Tort Limit Maximum Liability \$ 1,050,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
							Each Occurrence Maximum Liability

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract. General Liability Retention=\$750K. Respects to Insured's liability arising out of the Literacy Program.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe, Youth & Family Services PO Box 909 Santa Fe, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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

Signature: 

Kyra Ochoa (Mar 8, 2021 13:51 CST)

Email: krochoa@santafenm.gov






GB COMMUNITY HEALTH AND SAFETY LITERACY VOLUNTEERS ADMENDMENT.

Final Audit Report

2021-03-08

Created:	2021-03-08
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcFeK50S6CEUCI7nrJ2FBbHFqZ4QlaJht

"GB COMMUNITY HEALTH AND SAFETY LITERACY VOLUNTEERS ADMENDMENT." History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
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-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
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-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
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-  Agreement completed.
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GB COMMUNITY HEALTH AND SAFETY LITERACY VOLUNTEERS ADMENDMENT

Final Audit Report

2021-03-17

Created:	2021-03-15
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5UXND4TuL1qvvcNmC3fnWYUEPU8GabUh

"GB COMMUNITY HEALTH AND SAFETY LITERACY VOLUNTEERS ADMENDMENT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
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-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-16 - 11:43:41 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
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-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-16 - 11:44:38 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
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-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
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-  Agreement completed.
2021-03-17 - 3:35:19 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: February 15, 2021

TO: Alan Webber, Mayor and City Council

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director *KO*
Julie Sanchez, Youth and Family Services Division Director *JJS*

FROM: Elizabeth Peterson, Children and Youth Program Manager *EP*

ITEM AND ISSUE:

Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amounts.

BACKGROUND AND SUMMARY:

The Santa Fe Human Services Committee (HSC) was established by resolution 2012- 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:

Multiple award recommendations were made by the Human Services Committee. **(Please reference Appendix A for the Munis Contract Numbers)**

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: Human Services/ 2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)
Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Feb 23, 2021 13:28 MST)
Email: jjsanchez@santafenm.gov









HSC Term Extension Contract Amendments Memo

Final Audit Report

2021-02-23

Created:	2021-02-23
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
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"HSC Term Extension Contract Amendments Memo" History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
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-  Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
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-  Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-23 - 8:23:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88
-  Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
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-  Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
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-  Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-02-23 - 8:28:13 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0592**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and THE LIFE LINK (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

- 1) THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
The Life Link

ALAN M WEBBER, MAYOR

 CEO

NAME & TITLE

Date: _____

Date: 2/4/21

ATTEST:

CRS: EXEMPT
REGISTRATION #19-00029352
BUSINESS LICENSE# 29352

KRISTINE MIHELICIC, CITY CLERK


APPROVED AS TO FORM:


Marcos Martinez (Jan 27, 2021 08:16 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 
MUNIS ORG/OBJ AL

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II 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 **THE LIFE LINK** 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. **Safety Net Services:** Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.
- b. **Navigation:** the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, 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.
- c. **Food Insecure:** lacking reliable access to a sufficient quantity of affordable, nutritious food.
- d. **Binge Drinking:** the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- e. **Homelessness:** the circumstance of being without a permanent dwelling, such as a house or apartment.
- f. **Unemployment:** the circumstance of being without a paid job while available to work.
- g. **Openness and Acceptance:** a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- h. **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).
- i. **Health Insurance Portability and Accountability Act (HIPAA):** HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation 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.

- j.* 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.

- k.* 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.

- l.* 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.

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2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 st trimester
<input checked="" type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input checked="" type="checkbox"/> Untreated adults with mental illness
<input checked="" type="checkbox"/> Community Safety	<input type="checkbox"/> Fall-related deaths <input checked="" type="checkbox"/> Homelessness rate <input type="checkbox"/> Domestic Violence rate
<input type="checkbox"/> Equitable Society	<input type="checkbox"/> % Unemployment <input type="checkbox"/> % Food insecure households <input type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

- 1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
 - a. Navigation services to a minimum of 50 unduplicated adult individuals and/or families x \$800.00 per individual adult/family.
 - b. Safety net services to minimum of 100 unduplicated adult individuals and/or families x \$300.00 per individual adult/family.
- 2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 4) 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.

- 5) 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.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. 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.
- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

- 10) Ensure as appropriate that clients 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) # Clients helped by navigator, # Clients screened using the social needs screening tool; and
- 2) # or % referred to housing or received housing-related assistance; # or % who accomplished specific goals related to housing; # or % clients obtaining house; # of clients staying in housing after 30 days; and
- 3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. Deliverables:

- 1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [\$140,000.00].

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 eight hundred dollars (\$800.00) per unduplicated person served for Tier II services, and at the rate of three hundred dollars (\$300.00) per unduplicated person served for Tier I services in FY20 for up to a total of seventy thousand dollars (\$70,000.00), including gross receipts tax.

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 eight hundred dollars (\$800.00) per unduplicated person served for Tier II services, and at the rate of three hundred dollars (\$300.00) per unduplicated person served for Tier I services in FY21 for up to a total of seventy thousand dollars (\$70,000.00), including gross receipts tax.

B. Payment in 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. 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@ci.santa-fe.nm.us].

To the Contractor: [The Life Link, 2325 Cerrillos Road, drdebernardi@thelifelink.org].

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 Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th

quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly 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 quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:

Quarter 1: July-September
Quarter 2: October-December
Quarter 3: January-March
Quarter 4: April-June

Reports Due:

October 15th
January 15th
April 15th
July 5th

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

CITY OF SANTA FE:

CONTRACTOR:

The Life Link


ALAN M. WEBBER, MAYOR

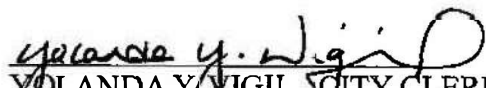

NAME: Michael DeBernardi
TITLE: CEO

DATE: 7/12/19

DATE: 6/29/19

CRS# EX MPT
REGISTRATION# 19-00029352

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5.29.2019

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:



MARY T. MCCOY, FINANCE DIRECTOR M

22763.510400
Business Unit Line Item

HSC Contract Amendment List 19/31/P

APPENDIX A: FY19-21 HSC Contract Amendments

	Name of Nonprofit Organization	MUNIS Contract #	HSC Contract Amounts	Tier	Funding Category/Goal Area
1	Coming Home Connection	3200428	\$ 75,000.00	II	Community Safety
2	Esperanza Shelter	3200450	\$ 43,000.00	II	Community Safety
3	Feeding Santa Fe	3200472	\$ 30,000.00	I	Equitable Society
4	Food Depot	3200474	\$ 57,000.00	II	Equitable Society
5	Interfaith Community Shelter	3200483	\$ 150,000.00	II	Behavioral Health, Community Safety
6	Kitchen Angels	3200485	\$ 50,000.00	II	Equitable Society
7	La Familia	3200585	\$ 75,000.00	I	Adult Health
8	Life Link	3200493	\$ 70,000.00	II	Behavioral Health, Community Safety
9	Literacy Volunteers	3200712	\$ 60,000.00	I	Equitable Society
10	NM Immigrant Law Center	3200855	\$ 50,000.00	I	Community Safety, Equitable Society
11	Santa Fe Dreamers Project	3200595	\$ 40,000.00	I	Equitable Society
12	St. Elizabeth Shelter	3200597	\$ 100,000.00	II	Community Safety
13	YouthWorks	3200587	\$ 50,000.00	II	Equitable Society
			\$ 850,000.00		

Definitions:

Tier I will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

Tier II will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Mar 17, 2021 09:36 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # Appendix A mult

Contractor: Multiple HSC funded organizations: Appendix A

Description: Human Services Committee funded adult services FY 19-21

Contract Agreement Lease / Rent Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council

Date: 5/29/19

Contract / Lease: HSC funded services for FY 19-21

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council

Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Extension of term for one (1) year for multiple organizations.

3. Procurement History: RFP#19/31/P

Frank Daway
Frank Daway (Mar 17, 2021 9:36 MDT)

Purchasing Officer Review:

Mar 17, 2021

Date:

Comment & Exceptions: extend & increase Navigation Services 7/12/21-6/30/22

4. Funding Source: Human Service Fund/ 240

Alexis Lotero
Alexis Lotero (Mar 16, 2021 20:11 MDT)

Budget Officer Approval:

Org / Object: 2400122/510400

Mar 16, 2021

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Elizabeth Peterson Phone # (505) 470-3186

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: LIFE LINK THE
DBA: LIFE LINK THE

Business Location: 2325 CERRILLOS RD
SANTA FE, NM 87502

Owner: LIFE LINK THE

License Number: 29352

Issued Date: January 15, 2021

Expiration Date: January 15, 2022

CRS Number: 02-097780-00-8

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

LIFE LINK THE
PO BOX 6094
SANTA FE, NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2020

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C. No. Ext): (505) 982-4302 FAX (A/C. No.): (505) 989-9186 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insuran</td> <td>18058</td> </tr> <tr> <td>INSURER B: New Mexico Premier Insurance C</td> <td>13675</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insuran	18058	INSURER B: New Mexico Premier Insurance C	13675	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B: New Mexico Premier Insurance C	13675													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED The Life Link P.O. Box 6094 Santa Fe NM 87505	(505) 438-0010													

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28916 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2197185	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Empl Benefits Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2197185	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6145.131	11/27/2020	11/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Services			PHPK2197185	11/01/2020	11/01/2021	\$3,000,000 Aggregate \$ 1,000,000 \$

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

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

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Signature: Kyra Ochoa
Kyra Ochoa (Mar 8, 2021 15:52 CST)

Email: krochoa@santafenm.gov


GB COMMUNITY HEALTH AND SAFETY THE LIFE LINK AMENDMENT.

Final Audit Report

2021-03-08

Created:	2021-03-08
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoKq-4-BGd7L_0Yxkk_EUI1G9C4tpdmWt

"GB COMMUNITY HEALTH AND SAFETY THE LIFE LINK AMENDMENT." History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-03-08 - 8:59:06 PM GMT- IP address: 63.232.20.2
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-08 - 8:59:45 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-08 - 9:51:07 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-08 - 9:52:02 PM GMT - Time Source: server- IP address: 97.88.230.12
-  Agreement completed.
2021-03-08 - 9:52:02 PM GMT









GB COMMUNITY HEALTH AND SAFETY THE LIFE LINK AMENDMENT

Final Audit Report

2021-03-17

Created:	2021-03-15
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATKJ_tAfjruFzvA52dAQLesnopOy1vQ

"GB COMMUNITY HEALTH AND SAFETY THE LIFE LINK AMENDMENT" History

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2021-03-17 - 2:11:32 AM GMT
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2021-03-17 - 3:35:42 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-17 - 3:36:33 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-17 - 3:36:33 PM GMT





City of Santa Fe, New Mexico


Memorandum



DATE: February 15, 2021

TO: Alan Webber, Mayor and City Council

VIA: Mary McCoy, Finance Department Director
 Fran Dunaway, Chief Procurement Officer
 Kyra Ochoa, Community Health and Safety Department Acting Director 
 Julie Sanchez, Youth and Family Services Division Director 

FROM: Elizabeth Peterson, Children and Youth Program Manager 

ITEM AND ISSUE:

Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amounts.

BACKGROUND AND SUMMARY:

The Santa Fe Human Services Committee (HSC) was established by resolution 2012- 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 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 our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services 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 our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:

On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:

Multiple award recommendations were made by the Human Services Committee. **(Please reference Appendix A for the Munis Contract Numbers)**

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: Human Services/ 2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)
Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Feb 23, 2021 13:28 MST)
Email: jjsanchez@santafenm.gov









HSC Term Extension Contract Amendments Memo

Final Audit Report

2021-02-23

Created:	2021-02-23
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_XZqtctFYFM8vLgOllqGDao6rvaJDNXY

"HSC Term Extension Contract Amendments Memo" History

-  Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-23 - 8:22:09 PM GMT- IP address: 63.232.20.2
-  Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
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-  Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88
-  Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-23 - 8:24:13 PM GMT
-  Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-23 - 8:27:38 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-02-23 - 8:28:13 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0591**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and COMING HOME CONNECTION (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 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. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (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.

2. AGREEMENT IN FULL FORCE.

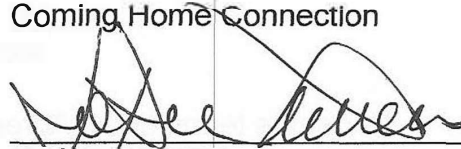
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Coming Home Connection

ALAN WEBBER, MAYOR



NAME & TITLE

Date: _____

Date 1/18/2021

ATTEST:

CRS# Exempt
Business License #48763

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 13:58 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT
Tier II 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 **COMING HOME CONNECTION**, 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. **Safety Net Services:** Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.
- b. **Navigation:** the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, 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.
- c. **Food Insecure:** lacking reliable access to a sufficient quantity of affordable, nutritious food.
- d. **Binge Drinking:** the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- e. **Homelessness:** the circumstance of being without a permanent dwelling, such as a house or apartment.
- f. **Unemployment:** the circumstance of being without a paid job while available to work.
- g. **Openness and Acceptance:** a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- h. **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).
- i. **Health Insurance Portability and Accountability Act (HIPAA):** HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation 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.

- j.* 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.

- k.* 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.

- l.* 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.

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2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 st trimester
<input type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input type="checkbox"/> Untreated adults with mental illness
<input checked="" type="checkbox"/> Community Safety	<input checked="" type="checkbox"/> Fall-related deaths <input type="checkbox"/> Homelessness rate <input type="checkbox"/> Domestic Violence rate
<input type="checkbox"/> Equitable Society	<input type="checkbox"/> % Unemployment <input type="checkbox"/> % Food insecure households <input type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

- 1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).
 - a. Home care services to a minimum of 40 unduplicated adult individuals and/or families x \$809.20 per individual adult/family.
 - b. Navigation services to a minimum of 18 unduplicated adult individuals and/or families x \$2,014.00 per individual adult/family.
 - c. Equipment Loan services at 160 per year x \$62.50 per loan.
- 2) Navigation and/or safety net services to City of Santa Fe residents ages 18+.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

- 4) 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.
- 5) 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.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. 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.
- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

- 10) Ensure as appropriate that clients 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) # Clients helped by navigator, # Clients receiving home care, and # Equipment exchanges; and
- 2) # or % of professional caregivers improving their hard and soft care skills; and
- 3) # of home care clients reporting a decrease in falls over or after 4 months of receiving care, % of home care clients reporting a decrease in falls over or after 4 months of receiving care; and
- 4) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. Deliverables:

- 1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [\$150,000.00].

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 two thousand and fourteen dollars (\$2,014.00) per unduplicated person served for Tier II services, a rate of eight hundred and nine dollars and twenty cents (\$809.20) per unduplicated person served for Tier I home care services, and sixty-two dollars and fifty cents (\$62.50) for Tier I equipment loan services in FY20, up to a total of seventy five thousand dollars (\$75,000.00), including gross receipts tax.

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 two thousand and fourteen dollars (\$2,014.00) per unduplicated person served for Tier II services, a rate of eight hundred and nine dollars and twenty cents (\$809.20) per unduplicated person served for Tier I home care services, and sixty-two dollars and fifty cents (\$62.50) for Tier I equipment loan services in FY21, up to a total of seventy five thousand dollars (\$75,000.00), including gross receipts tax.

B. Payment in 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. 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@ci.santa-fe.nm.us].

To the Contractor: [Coming Home Connection, 418 Cerrillos Road, Unit 27,
frances@cominghomeconnection.org].

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 Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly 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 quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:

Quarter 1: July-September
Quarter 2: October-December
Quarter 3: January-March
Quarter 4: April-June

Reports Due:

October 15th
January 15th
April 15th
July 5th

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

CITY OF SANTA FE:

CONTRACTOR:

Coming Home Connection



ALAN M. WEBBER, MAYOR



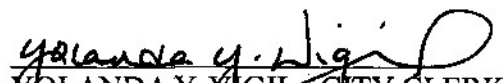
NAME: FRANCES SALLES
TITLE: EXECUTIVE DIRECTOR

DATE: 7/12/19

DATE: 6/28/19

CRS# EXEMPT
REGISTRATION# 19-00048763

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 8.29.2019

APPROVED AS TO FORM:


For ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR *mm*

22763.510400
Business Unit Line Item

HSC Contract Amendment List 19/31/P

APPENDIX A: FY19-21 HSC Contract Amendments

	Name of Nonprofit Organization	MUNIS Contract #	HSC Contract Amounts	Tier	Funding Category/Goal Area
1	Coming Home Connection	3200428	\$ 75,000.00	II	Community Safety
2	Esperanza Shelter	3200450	\$ 43,000.00	II	Community Safety
3	Feeding Santa Fe	3200472	\$ 30,000.00	I	Equitable Society
4	Food Depot	3200474	\$ 57,000.00	II	Equitable Society
5	Interfaith Community Shelter	3200483	\$ 150,000.00	II	Behavioral Health, Community Safety
6	Kitchen Angels	3200485	\$ 50,000.00	II	Equitable Society
7	La Familia	3200585	\$ 75,000.00	I	Adult Health
8	Life Link	3200493	\$ 70,000.00	II	Behavioral Health, Community Safety
9	Literacy Volunteers	3200712	\$ 60,000.00	I	Equitable Society
10	NM Immigrant Law Center	3200855	\$ 50,000.00	I	Community Safety, Equitable Society
11	Santa Fe Dreamers Project	3200595	\$ 40,000.00	I	Equitable Society
12	St. Elizabeth Shelter	3200597	\$ 100,000.00	II	Community Safety
13	YouthWorks	3200587	\$ 50,000.00	II	Equitable Society
			\$ 850,000.00		

Definitions:

Tier I will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

Tier II will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Elizabeth Peterson Children and Youth Program Manager 2/15/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Mar 23, 2021 08:36 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # Appendix A mult

Contractor: Multiple HSC funded organizations: Appendix A

Description: Human Services Committee funded adult services FY 19-21

Contract Agreement Lease / Rent Amendment

Term Start Date: July 12, 2019 Term End Date: June, 30, 2021

Approved by Council Date: 5/29/19

Contract / Lease: HSC funded services for FY 19-21

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ n/a

Extend Termination Date to: June 30, 2022

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Extension of term for one (1) year for multiple organizations.

3. Procurement History: RFP#19/31/P

Fran Dunaway
Fran Dunaway (Mar 23, 2021 08:36 MDT)

Mar 23, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: 13 vendors amended to extend for FY22 -HSC/Navigation services-RFP 19/31/P exp 7/2023

4. Funding Source: Human Service Fund/ 240

Org / Object: 2400122/510400

Alexis Lotero
Alexis Lotero (Mar 22, 2021 16:54 MDT)

Mar 22, 2021

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Elizabeth Peterson Phone # (505) 470-3186

Email: empeterson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: COMING HOME CONNECTION
DBA: COMING HOME CONNECTION

Business Location: 418 CERRILLOS RD 27
SANTA FE , NM 87501

Owner: Jodee Powers

License Number: 48763

Issued Date: January 18, 2021

Expiration Date: January 18, 2022

CRS Number: 02409957001

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

COMING HOME CONNECTION
418 CERRILLOS RD 27 M
SANTA FE , NM 87501

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2021

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

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

PRODUCER Infinity Commercial Insurance Inc dba Infinity Insurance Partners 4455 E Camelback Rd Ste E-260 Phoenix AZ 85018	CONTACT NAME: Insurance Certificates PHONE (A/C, No, Ext): 602-512-1319 FAX (A/C, No): 602-391-2821 E-MAIL ADDRESS: certificates@infinityinspart.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Lloyds of London INSURER B : CopperPoint Casualty Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 13210
INSURED The Coming Home Connection, Inc. 418 Cerrillos Rd Ste 27 Santa Fe NM 87501	THECOMI-01	

COVERAGES

CERTIFICATE NUMBER: 558263399

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

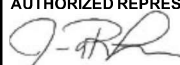
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HAHA21-0213	2/12/2021	2/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Deductible \$ 2,500
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HAHA21-0213	2/12/2021	2/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			1022371	2/13/2021	2/13/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Claims-Made & Incident Sensitive Retroactive Date 2/12/2016			HAHA21-0213	2/12/2021	2/12/2022	Per Claim Limit \$1,000,000 Aggregate Limit \$2,000,000 Deductible \$2,500

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

Sexual Misconduct coverage included in Professional Liability: \$1,000,000 per claim; \$2,000,000 aggregate; \$2,500 deductible; retroactive date 2/12/2017

Subject to all policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Verification of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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GB COMMUNITY HEALTH AND SAFETY COMING HOME CONNECTION AMENDMENT

Final Audit Report

2021-03-16

Created:	2021-03-16
By:	Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAcb3-MFVKwmGy5RAi9FBqXv7LbMk6yAFN

"GB COMMUNITY HEALTH AND SAFETY COMING HOME CONNECTION AMENDMENT" History

-  Document created by Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
2021-03-16 - 7:35:01 PM GMT- IP address: 73.26.148.94
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-16 - 7:35:53 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-16 - 8:53:26 PM GMT- IP address: 174.219.9.135
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-16 - 8:54:13 PM GMT - Time Source: server- IP address: 174.219.9.135
-  Agreement completed.
2021-03-16 - 8:54:13 PM GMT









GB COMMUNITY HEALTH AND SAFETY COMING HOME CONNECTION ADMENDMENT

Final Audit Report

2021-03-23

Created:	2021-03-17
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwwiV4RDB3nBDO93alsFhWZ5oiQtrydJn

"GB COMMUNITY HEALTH AND SAFETY COMING HOME CONNECTION ADMENDMENT" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-17 - 11:17:01 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-17 - 11:19:08 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-23 - 0:51:58 AM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-23 - 0:54:34 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
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-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-23 - 2:36:10 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-23 - 2:36:10 PM GMT




City of Santa Fe New Mexico

Memorandum



Date: March 25, 2021

To: Finance Committee, Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

From: Alexandra Ladd, Office of Affordable Housing Director 
AGL

RE: Housing Working Plan

EXECUTIVE SUMMARY:

The proposed Resolution lays out a work plan to address the various components related to addressing affordable housing and additional, recurring, and sufficient funding for the Affordable Housing Trust Fund.

BACKGROUND:

Housing continues to be the paramount issue facing the City of Santa Fe. The immediate, urgent matter before the Governing Body concerns options for producing a revenue source for the Affordable Housing Trust Fund that is ample, predictable, sustainable, equitable and consistent. There are a number of recommendations and suggestions that have come from City staff, from members of the Governing Body and from community organizations and housing advocates. At the same time, because housing touches on so many other elements of a city, its residents, its neighborhoods, its quality of life and its future, it is incumbent upon the Governing Body to place housing—and the funding of the Affordable Housing Trust Fund—into a larger context.

With that in mind, the purpose of this Resolution is to propose a work plan for a structured, methodical, inclusive, transparent and orderly consideration of these elements. The components are independent and interdependent: a funding strategy, a housing strategy, a social policy, and a growth management planning process.

The matter is of the utmost importance. At the same time, it is complicated and therefore requires a work plan—a road map—to take advantage of the City Council Standing Committees as a way to parse out the work that needs to be done. The Committees offer a way for all members of the Governing Body to participate in the process of shaping legislation and policy, developing and utilizing subject matter expertise of Councilors and staff at the Committee level. At the same time, the Committees can make sure that there is ample opportunity for education on the different options for funding the Affordable Housing Trust Fund and evaluate of the pros and cons of each recommendation. The public can provide comments as necessary on any of the ideas under consideration at Governing Body meetings during Petitions from the Floor, among other venues.



City of Santa Fe New Mexico

Memorandum



In all cases there are trade-offs, strengths, and weaknesses that need to be considered, weighed, and measured. Doing the work of evaluation in the Committees will make sure that there is transparency, expertise, and input, while not overburdening any one Committee or sub-group of the Governing Body. At the culmination of the Committee work, there is to be a work session of the Governing Body. At that time, it should be possible to look at all of the pieces of the funding puzzle and see how they fit together, which are the most immediately viable, which would require more study, which do not seem worth pursuing, and which have the greatest support.

At the same time that the proposed Resolution lays out a road map for considering funding options in a thoughtful way, it also recognizes the need for informed decision-making and timely action in this critical moment. Coming out of COVID, there will be a need for a variety of forms of assistance that depend on a more fully funded Affordable Housing Trust Fund. With that in mind, the Resolution expressly calls for existing initiatives to add revenue to the Affordable Housing Trust Fund to continue to move forward through the existing process. These initiatives include a one-time, immediate allocation of \$1.7 million to be used this Fiscal Year; a commensurate line-item in next year's budget; a measure to re-allocate a proportion of funds received from the sale or lease of City property to the Affordable Housing Trust Fund; a measure to dedicate a portion of Lodger's Tax to the Affordable Housing Trust Fund. In the short term, these measures will provide a strong base of support for and demonstrate the City's commitment to the Affordable Housing Trust Fund while the Governing Body deliberates options for the future.

In addition, the Resolution calls for two other components. The first is to have the Quality of Life Committee look into funding options for social policies and wrap-around services that need to accompany additional affordable housing. As an example, and as has been noted by City staff, the purchase of the Santa Fe Suites property represents the largest acquisition and perhaps largest increment of affordable housing in a single deal. This project would not succeed were it not for the supportive social services for the tenants that are part of the overall package. With that in mind, the Quality of Life Committee will explore measures to fund social services that would be a companion approach to increased funding for the Affordable Housing Trust Fund.

Finally, the Resolution nests the work to find a satisfactory funding source for the Affordable Housing Trust Fund within a larger body of work: a growth management process to be proposed by the Land Use department. This last component of the Resolution recognizes that the underlying assumption of the Affordable Housing Trust Fund—as well as the ongoing housing agenda that has been implemented over the last three years and the permitting currently under way for housing units across the city—is that Santa Fe will grow its housing and its population in the coming years. In other words, there will be change. The question to be addressed by the growth management process is whether the Santa Fe will choose the course of the change that is coming, or simply surrender to whatever path the change chooses.

With more housing will come a host of other questions, concerns, opportunities, and challenges including: impacts on existing neighborhoods—positive and negative; demands on infrastructure (utilities, sewer, water, roads, parks), schools, and basic City services; impacts on the economy and social systems; the need to preserve and strengthen art and culture, history, and traditions; and



City of Santa Fe New Mexico

Memorandum



the need for greater environmental sustainability in the face of changing demographics. The time has come for the City to engage in a growth management process that will express the City's shared values, lay out choices and trade-offs, provide ample opportunity for community engagement and input, and generate a community-wide conversation about Santa Fe's future and the quality of life we want.

ACTION REQUESTED:

Adoption of the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth	Councilor Roman “Tiger” Abeyta
Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Signe I. Lindell	Councilor Jamie Cassutt-Sanchez

A RESOLUTION

ESTABLISHING A WORK PLAN FOR IMPROVING ACCESS TO AFFORDABLE HOUSING OPPORTUNITIES FOR RESIDENTS OF THE CITY OF SANTA FE.

WHEREAS, there is an immediate need to increase the supply of housing across the housing spectrum and an even more urgent need for affordable housing throughout the City of Santa Fe; and

WHEREAS, City of Santa Fe’s (“City”) staff and outside organizations have worked tirelessly to provide the means for housing development to increase and meet market demand for housing and the needs of all Santa Fe residents; and

WHEREAS, housing development in the City has increased dramatically since 2016 when the City amended its inclusionary zoning ordinance to allow certain market rate developers to pay a fee in lieu of providing on-site units; and

WHEREAS, as a result of the City’s actions and the demand for housing, 5,365 units are either complete or in some stage of the process as of the end of 2020:

1. 760 units completed

2. 1,762 units under construction
3. 657 units approved and under review
4. 1,542 units approved by the Planning Commission
5. 644 units pending approval; and

WHEREAS, according to the City’s most recent housing needs analysis (2018), there is an inventory gap of at least 2,600 rental homes for Santa Fe renters in the City who earn \$25,000 and below; and

WHEREAS, 86% of renter households in Santa Fe County earning less than \$50,000 are cost-burdened, meaning that they pay more than 30% of their monthly income toward their housing costs, a percentage that rose 13% between 2016 and 2018; and

WHEREAS, the 2019 median sales price for a home in Santa Fe County was \$527,000, requiring an income of at least \$120,000 to qualify for a mortgage, while the median income for a renter household is between \$40,000 and \$50,000; and

WHEREAS, the COVID-19 pandemic and the subsequent economic shut down amplified affordability issues as cost-burdened renters lost jobs or experienced loss of income and now owe several months’ worth of rent, making them vulnerable to eviction when the federal, state, and local moratoria on evictions are lifted; and

WHEREAS, the City established the Affordable Housing Trust Fund (“AHTF”) in 2007 via Ordinance No. 2007-23 as a way “to provide or pay all or a portion of the costs of acquisition, development, construction, renovation or conversion, financing, operation or owning affordable housing or infrastructure to support affordable housing which meets agreed upon community housing goals and objectives”; and

WHEREAS, the uses of the AHTF are determined by the New Mexico Affordable Housing Act (the state statute that implements an exemption to the Anti-Donation Clause of the New Mexico Constitution) and include donations of cash, infrastructure, land, or buildings to

1 support affordable housing and to direct financial assistance (used for rent, down payment, or home
2 repair) to income-eligible individuals; and

3 **WHEREAS**, the AHTF receives funding from a variety of sources including land sales,
4 payoffs of City-held liens, fees paid by developers, and fees paid in-lieu-of onsite units as required
5 for compliance with the Santa Fe Homes Program (SFCC 1987, Section 26-1); and

6 **WHEREAS**, City staff have identified other potential sources of funds for the AHTF that
7 require legislative actions is required; and

8 **WHEREAS**, AHTF expenditures are restricted to the construction, preservation, and
9 rehabilitation of affordable housing units or supportive housing facilities and cannot be used for
10 program administration or necessary support services; and

11 **WHEREAS**, residents who are transitioning out of homelessness or have other high needs
12 are unlikely to sustain their housing situations if they lack necessary support; and

13 **WHEREAS**, the City is implementing the “property management plus” housing model
14 where the provision of units (either through new construction, rehabilitation or direct subsidy) is
15 supported with services such as case management, medical care, job training, etc.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
17 **CITY OF SANTA FE** that the three City Council Standing Committees shall take on the work of
18 reviewing, evaluating, and assessing a broad set of proposals and recommendations for revenue
19 sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding
20 for the Affordable Housing Trust Fund with the goal of expanding access to housing opportunities
21 for all residents, regardless of income or type of housing needed.

22 **BE IT FURTHER RESOLVED** that the proposals and recommendations considered for
23 analyses shall include ideas from staff, members of the Governing Body, and reports from
24 community organizations, housing advocates, and relevant City committees.

25 **BE IT FURTHER RESOLVED** that the individual recommendations will be vetted by

1 the appropriate City Council Standing Committee based on the respective Committees' purview
2 and staff's subject matter expertise.

3 **BE IT FURTHER RESOLVED** that presentations by staff regarding the various
4 proposals at the Committees shall include analyses of the costs and benefits of the various proposals
5 and recommendations and that a compilation of these analyses shall be provided to the Governing
6 Body in a study session to develop a comprehensive understanding of the options available for
7 short-, medium-, and long-term solutions to fund the Affordable Housing Trust Fund on a going-
8 forward basis.

9 **BE IT FURTHER RESOLVED** that immediate opportunities for funding the Affordable
10 Housing Trust fund are not precluded by the analyses required by this Resolution and shall be
11 included in determining the mix of funding sources to provide consistent, reliable, and sustainable
12 funding for the Affordable Housing Trust Fund.

13 **BE IT FURTHER RESOLVED** that the Quality of Life Committee shall explore benefits
14 of and options for developing regular and consistent funding for wrap-around services for at-risk
15 residents as a social service component of an ongoing affordable housing program.

16 **BE IT FURTHER RESOLVED** that the City Manager work with staff to develop a
17 blueprint for a growth management planning process as a larger overall framework for the City's
18 future development, considering the housing recommendations adopted as a result of this
19 Resolution, and adding other essential components of livability, equity and sustainability including
20 infrastructure investment, utilities, social, environmental, economic, and other quality of life
21 factors.

22 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.
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ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Housing Funding Plan

Mayor and Members of the City Council:

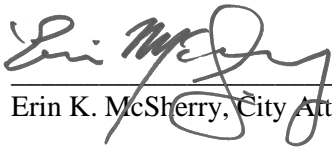
I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 3, line 17 after “**FE**” *strike* “that” and *insert* in lieu thereof “shall hold a special meeting of the Governing Body within 30 days of the adoption of this Resolution. At this special meeting, the Governing Body shall develop focus areas for revenue sources that would achieve long-term, sustainable, predictable, equitable, and consistent funding for the Affordable Housing Trust Fund, with the goals of expanding access to housing opportunities for all residents, regardless of income or type of housing needed. The focus areas developed at the special meeting shall be referred to”.
2. On page 3, line 17 *strike* “shall” and *insert* in lieu thereof “to”.
3. On page 3, line 18 after “recommendations” *insert* a period and *strike* the remainder of the paragraph.

Respectfully submitted,

Michael J. Garcia, Councilor

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Kristine Mihelcic, City Clerk

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Housing Funding Plan

Sponsor(s): Mayor Webber, Councilors Romero-Wirth, Abeyta, Garcia, Vigil Coppler, and Lindell

Reviewing Department(s): Office of Affordable Housing

Staff Completing FIR: Alexandra Ladd Date: 3/22/21 Phone: 955-6346

Reviewed by City Attorney: *Eric McCreary* Date: Mar 25, 2021

Reviewed by Finance Director: *Mary McCoy* Date: Mar 25, 2021

Summary:

The proposed Resolution lays out a work plan for the expansion and ongoing viability of funding sources for the Affordable Housing Trust Fund (AHTF), identifying coordinated sources for necessary social services to accompany at-risk residents, and developing a framework for future growth planning.

Departments Affected:

The Community Development Department (Office of Affordable Housing and Land Use), the Finance Department, and Constituent Services.

Consequences of Not Enacting Legislation:

If the proposed legislation is not enacted, the City will miss an opportunity to respond to one of Santa Fe's most critical issues – that many of residents, especially those with low incomes can't afford to pay for housing in our community.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

The proposed resolution is consistent with recent efforts to diversify funding sources for the AHTF, as well as work being led by community advocacy groups and housing services providers to ensure the viability of housing funds particularly in terms of increasing equitable access to opportunity.

Performance and Administrative Implications:

The enactment of this resolution will require staff expertise across at least three departments – Office of Affordable Housing, Land Use and the Finance Department. Additionally, staff from Constituent Services will need to provide assistance with scheduling the work with public input, messaging, and meetings.

Fiscal Implications:

The fiscal implications at this planning stage is limited to staff time. Until specific funding sources are identified, there is no additional funding impact.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20-21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$ 25,000	\$ _____	\$ _____	N	NR	Gen Fund	
Capital Outlay	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Contractual/ Professional Services	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Operating	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ _____
Total:	\$ 25,000	\$ _____	\$ _____				\$ 25,000

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The staff expenses incurred to ensure that the directives of this Resolution are met assume that each affected Department will contribute 1/3 of a FTE for 3 months. The estimate assumes an average salary of \$30/hour plus benefits X 4 staff spending 30% of their time fulfilling the directive, April – June.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

At this point in the process, the directives of the Resolution will not result in any revenue.

Signature:

Email: agladd@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7n

CONSIDERATION OF RESOLUTION NO. 2021-__ . (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, and Councilor Lindell)
 A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:
 Public Works & Utilities Committee: 03/29/21
 Governing Body: 03/31/21
 Finance Committee: 04/5/21
 Quality of Life Committee: 04/7/21
 Governing Body: 4/28/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 3/31/2021 and brought back to the 4/12/2021 Public Works and Utilities Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	Excused		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

11. DISCUSSION/ACTION ITEMS

c. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romer Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)

A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 03/29/21

Governing Body: 03/31/21

Finance Committee: 04/5/21

Quality of Life Committee: 04/7/21

Public Works and Utilities Committee: 4/12/21

Governing Body: 4/28/21

Name: Stefanie Beninato

Comment - 03/31/2021 12:48 PM: (No Vote)

11C-E I am glad there will be a comprehensive approach to AH but why has it taken so long? And why not also focus on raising the fee in lieu of instead of just taking from other city funds? Why is the city proceeding even at this meeting to consider piecemeal changes to accomplish funding eg changes to the uses of the occupancy tax and sale of city property How is community engagement going to be structured and when?



City of Santa Fe New Mexico

Memorandum



Date: March 24, 2021

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

Via: Rich Brown, Director, Community Development Department

From: Alexandra Ladd, Director, Office of Affordable Housing *AGL*

RE: Dedication of Funds into the Affordable Housing Trust Fund

ACTION REQUESTED:

Please consider for discussion and approval the attached Bill that dedicates a portion of revenue from the sales and lease of City-owned land into the Affordable Housing Trust Fund (AHTF). This amount is estimated to be approximately \$150,000 on an annual basis.

BACKGROUND AND SUMMARY:

The lack of affordably-priced housing in Santa Fe has been an issue for decades. When the New Mexico Affordable Housing Act was enacted, which implemented an exemption to the state's Anti-Donation Clause for affordable housing, the City acted swiftly to set up an affordable housing trust fund, codified in SFCC 26-3. This section of code allows public resources to be used for the preservation, operation, rehabilitation, and construction of affordable housing units and emergency shelter facilities. Financial assistance can also be provided to income-qualified individuals in the form of rental, mortgage, and down payment assistance.

ITEM AND ISSUE:

The current sources of revenue for the trust fund are limited. Historically, development fees, the pay-off of City-held affordability and fee waiver liens, and land sales in Tierra Contenta have provided the bulk of revenue for the fund. Because these sources are dependent on activity in the real estate and development market, they are uneven and unpredictable, hampering the City's ability to commit longstanding support to affordable housing. To remedy this, several proposals are currently being considered to make more consistent the revenue sources for the trust fund.

The attached bill proposes to divert 50% of the land sales and lease revenue that is not currently restricted for other uses into the trust fund. As per the attached FIR, this amount of increased revenue is estimated to be about \$150,000 based on prior year trends. Making this dedication will create some certainty for revenue into the AHTF but it will also result in a corresponding reduction of revenue into the Economic Development fund.

ATTACHMENTS:

Bill
Fiscal Impact Report (FIR)

underscored material = new
[bracketed material] = delete

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Roman “Tiger” Abeyta

Councilor Carol Romero-Wirth

Mayor Alan Webber

Councilor Jamie Cassutt-Sanchez

AN ORDINANCE

AMENDING SECTION 11-14.5 SFCC 1987 TO DEDICATE HALF THE SALES FROM ANY SALE OR LEASE OF CITY-OWNED LAND AND BUILDINGS TO THE AFFORDABLE HOUSING TRUST FUND; AND AMENDING SECTION 26-3.6 TO ADD THE DEDICATION TO THE AFFORDABLE HOUSING TRUST FUND.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 11-14.5 of SFCC 1987 (being Ord. No. 2000-16, § 5, as amended)

is amended to read:

11-14.5 Dedication.

A. An amount of the general fund equal to a minimum of one-quarter of one percent (0.25%) of the city's share of the state gross receipts tax shall be allocated annually to the economic development fund beginning in the fiscal year 2000/01 budget. This allocation shall be increased by one-quarter of one percent (0.25%) each subsequent year until an allocation of one percent (1%) is attained in FY 2003/04. Thereafter, the allocation shall be maintained at one percent (1%) unless increased by other annual allocations the governing body approves contingent upon sufficient

1 appropriations and authorization by the governing body.

2 B. ~~[AHH]~~ Half the net proceeds from any sale or lease of city-owned land and buildings
3 on or after January 1, 2021 shall be deposited into the economic development fund and half shall
4 be deposited in the Affordable Housing Trust Fund, as set forth in Section 26-3 SFCC 1987, subject
5 to the following provisions:

6 (1) *Railyard* property. Proceeds from the sale or lease of property on the
7 railyard property are exempted from the provisions of this section and shall not be
8 deposited in the economic development fund.

9 (2) *Santa Fe Estates*. Proceeds from the sale or the lease of the Santa Fe
10 Estates are exempted from the provisions of this section and are subject to appropriation
11 by the governing body.

12 (3) *Tierra Contenta*. Only the share of revenues from the sale of property in
13 Tierra Contenta which had been designated to reimburse CIP funds used for the original
14 purchase of Tierra Contenta shall be deposited in to the economic development fund (less
15 funds already allocated for a new southside library in the amount of five hundred thousand
16 dollars (\$500,000.00). These funds shall be reserved for capital projects and their related
17 expenses for projects authorized in subsection 11-14.5A SFCC 1987.

18 (4) *Existing agreements*. Agreements, ordinances and resolutions in force at
19 the time of adoption of this section which stipulate other uses for the proceeds of specific
20 transactions will exempt those transactions from the provisions of this section.

21 (5) *Enterprise funds*. Proceeds from the sale or lease of property belonging to
22 or associated with enterprise funds are exempt from the provisions of this section.

23 (6) *Airport Industrial Park*. Net proceeds from the sale or ease of property in
24 the Airport Industrial Park or other airport property, after all costs to build out all
25 phases of the park have been recovered, shall go to the support of the Santa Fe regional

1 airport.

2 (7) *Other.* Agreements for the sale or lease of city property which may be
3 subject to other restrictions as to revenue designations or uses are not subject to the
4 provisions of this section. Any such agreement must cite this subsection of this section in
5 the agreement in order to qualify for this exemption.

6 **Section 2. Section 26-3.6 of SFCC 1987 (being Ord. No. 2007-23, § 9, as amended) is**
7 **amended to read:**

8 **26-3.6 Dedication.**

9 The following shall be dedicated to the affordable housing trust fund.

10 A. Tierra Contenta:

11 (1) All payments received from the sale of property in Tierra Contenta that
12 has been reserved for affordable housing as of the date of the passage of this ordinance;

13 (2) Thirty-five percent (35%) of all payments received from the sale of
14 property in Tierra Contenta received after the date of the passage of this section; and

15 (3) All interest earned from the above.

16 B. All proceeds of loans that have been recorded against various affordable housing
17 units through the capital improvements program funds—infrastructure loan funds.

18 C. Principal and interest payments made by the borrowers to the city for outstanding
19 AHTF loans.

20 D. Proceeds from shared equity loans which are realized when a housing
21 opportunity program home or Santa Fe homes program unit is sold on the open market.

22 E. All in-lieu-of contributions or fractional payments received from developers as
23 an option to meet the Santa Fe Homes requirements.

24 F. All in-lieu-of contributions received from developers of qualifying residential
25 projects within the Midtown LINC overlay district, as defined in Section 14-5.5(D) SFCC 1987,

1 ~~[shall be applied]~~ but only applied within the following locations:

2 (1) The Midtown LINC overlay district;

3 (2) Qualified ~~[C]~~census tracts (as defined by the United States
4 ~~[D]~~department of ~~[H]~~housing and ~~[U]~~urban ~~[D]~~development) adjacent to the boundaries
5 of the Midtown LINC overlay district; or

6 (3) Existing residential developments adjacent to the boundaries of the
7 Midtown LINC overlay district.

8 G. Proceeds from the occupancy tax that are collected based on the thirty-first
9 (31st) and subsequent days a vendee rents lodgings in taxable premises shall be dedicated to the
10 affordable housing trust fund pursuant to Subsection 18-11.17(A)(6) SFCC 1987.

11 ~~[G]~~ H. Other funds that may be identified from time to time ~~[which]~~ that are suitable
12 and appropriate for allocation to the AHTF. These may include on-going, dedicated funding
13 sources as well as one-time funding that is specifically approved by the governing body.

14 APPROVED AS TO FORM:

15 
16 _____

17 ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT**General Information:**(Check) Bill: X Resolution: _____Short Title(s): Affordable Housing DedicationSponsor(s): Councilor Lindell, Mayor Webber, and Councilors Abeyta, Romero-Wirth, and Cassutt-SanchezReviewing Department(s): Community DevelopmentStaff Completing FIR: Alexandra Ladd Date: February 9, 2021 Phone: 505-955-6346Reviewed by City Attorney:  Date: Mar 24, 2021Reviewed by Finance Director:  Date: Mar 25, 2021**Summary:**

The Bill under consideration proposes to amend the Economic Development (ED) Fund ordinance (Section 11-14 SFCC 1987) originally adopted in 2000 by Ordinance No. 2000-16 and amended in 2018 by Ordinance No. 2018-4. The current ordinance dedicates 100% of the net proceeds of City-owned land sales and City-leased land to the ED Fund to be used for economic development projects, after certain uses are exempted. This proposal would direct fifty percent (50%) of the net proceeds of City-owned land and City-leased land to the Affordable Housing Trust Fund (AHTF), with fifty percent (50%) remaining in the ED Fund. Currently, proceeds generated from the following City-owned land are restricted or exempted from deposit into the ED fund: Railyard Property, Santa Fe Estates, Tierra Contenta, any existing agreements from 2000 and earlier, other Enterprise Funds, and the Airport Industrial Park.

Departments Affected:

The Community Development Department, which includes the Office of Affordable Housing and the Office of Economic Development, and the Finance Department.

Consequences of Not Enacting Legislation:

The consequences of not enacting this Bill will be that the City does not to diversify sources of revenue for the Affordable Housing Trust Fund (AHTF). However, the benefits of increasing revenue to the AHT should be weighed against reducing revenue to the Office of Economic Development's budget.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Adoption of this Bill also requires an amendment of the section of City Code that dedicates sources of revenue to the Affordable Housing Trust Fund (Section 26-3, SFCC 1987). This amendment is included in the Bill.

Performance and Administrative Implications:

Analysis of recent revenue into the ED funds shows that diverting 50% of the revenue into the AHTF will reduce the OED budget by approximately \$150,000, or 15% annually. The impact of this reduction would require funding reductions for professional service contracts and impact programs (such as SCORE, SFBI, YouthWorks, etc.). Conversely, the AHTF would receive an increase of revenue by the same amount (approx. \$150,000), which would marginally increase the amount of funding available for eligible uses of the trust fund – underwriting affordable housing projects or direct financial assistance (rental/down payment

assistance or home repair loans/grants) to income-qualified individuals. This loss/gain assumption is based on revenues from land/facility leases alone, given that land sales have not benefited the fund in the last four years. If non-exempt land sales occur, then both programs will receive additional funds to draw upon for the expansion of programs and projects.

Fiscal Implications:

If the Bill is adopted, the net proceeds from recurring land and lease revenues for the ED Fund and the AHTF would be approximately \$148,941 per year. This amounts to a 15% reduction in revenue for the ED Fund and an increase of \$148,941 (or approx. 20 – 40%) for the AHTF. This loss/gain assumption is based on an analysis of the last four years of revenue into the ED Fund (less the NMEDD LEDA funds): \$1,015,832.12 (FY 2017-2018), \$1,112,463.59 (FY 2018-2019), \$752,171.21 (FY 2019-2020) and \$1,027,730 (FY 2020-2021). The average annual revenues (the majority of which comes from a percentage of the GRT) over four years is **\$977,049.23**. Of this amount, the proceeds in the ED Fund and OED budget for City-owned facility and land rentals is \$314,535.97 (FY 2017-2108), 401,649.46 (FY 2018-2019), 254,841.16 (FY 2019-2020) and 220,500 (FY 2020-2021). The average for City-owned lease and facility rentals is **\$297,881.65** and comprises approximately one third of the ED Fund.

Since 2007, the revenue from land sales into the ED Fund has only been \$253,000 (with the majority of revenues from land sales going to other dedicated uses as per the ED Ordinance). The only upcoming possibilities of public offerings for sale of city-owned land are the former Boys and Girls Club located at 730 Alto Street and a parcel of 375 acres in the Northwest Quadrant. Currently, the Alto Street property is appraised at \$400,000 and the Northwest Quadrant is appraised at \$3.2 million. These land sales would generate \$1.8m for each fund which could fund the ED Fund for 1.84 years (at an average annual budget of \$977,049) or for 11 years to make up the \$148,941 annual loss in recurring land and lease revenues. The same increase into the AHTF represents about three and a half years' worth of funding (approx. \$500,000/annually).

As this analysis demonstrates, City-owned land sales that are not exempted as funding source for the ED Fund are infrequent at best and are not a stable source of recurring funding. The land sales are better suited for one-time capital expenses such as investments for LEDA projects or other special priority projects. In fact, language in the ED Ordinance allows for one-time revenues to be directed at specific projects at the time of closing (11-14.5: *Other. Agreements for the sale or lease of city property, which may be subject to other restrictions as to revenue designations or uses are not subject to the provisions of this section. Any such agreement must cite this subsection of this section in the agreement in order to qualify for this exemption.*). This may be a more applicable approach to funding the AHTF through the dedication of revenues from specific transactions rather than relying on land sales that may or may not happen.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2022	FYE 2023	FYE 2024-2030	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	10-Year Total Cost
<u>Personnel and Benefits*</u>	_____	_____	_____	_____	_____	_____	_____
<u>ED Fund</u>	<u>(\$148,941)</u>	<u>(\$148,941)</u>	<u>(\$148,941)</u>	<u>N</u>	<u>R</u>	<u>ED</u>	<u>(\$ 1,489,410)</u>
<u>AHTF</u>	<u>\$148,941</u>	<u>\$148,941</u>	<u>\$ 148,941</u>	<u>N</u>	<u>R</u>	<u>AHTF</u>	<u>\$ 1,489,410</u>
<u>Total:</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	_____	_____	_____	<u>\$0</u>

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Diverting 50% of the revenues from general land sales and City-held leases will impact the ED fund by reducing it by 15%, or approximately \$150,000. The AHTF will be increased by a corresponding amount. This amount will be much larger in the event of an unrestricted future land sale that has yet to be identified. The impact of this ordinance results in a net \$0 fiscal impact.

Revenues

Revenue Type	FYE 2022	FYE 2023	FYE 2024-2030	Recurring (R) or Non-recurring (NR)	10-Year Total Cost
<u>General Fund</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	_____	_____
<u>ED Fund</u>	<u>(\$148,941)</u>	<u>(\$148,941)</u>	<u>(\$148,941)</u>	<u>R</u>	<u>(\$ 1,489,410)</u>
<u>AHTF</u>	<u>\$148,941</u>	<u>\$148,941</u>	<u>\$ 148,941</u>	<u>R</u>	<u>\$ 1,489,410</u>
<u>Total</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	_____	<u>\$0</u>

Revenue Narrative:

The revenue is based on an average of 50% of the proceeds from city facility and land revenues from FY 2017-2018 thru FY 2020-2021. This increase to the AHTF is possible by a corresponding decrease in the ED fund, as shown above. This amount will be much larger in the event of an unrestricted future land sale that has yet to be identified. The impact of this ordinance results in a net \$0 fiscal impact.

Signature: *Richard Brown*

Email: rdbrown@santafenm.gov

Signature:

Email: agladd@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7p

CONSIDERATION OF BILL NO. 2021-9. An Ordinance Amending Section 11-14.5 SFCC 1987 to Dedicate Half the Sales From Any Sale or Lease of City-Owned Land and Buildings to the Affordable Housing Trust Fund; and Amending Section 26-3.6 to Add the Dedication to the Affordable Housing Trust Fund. (Councilor Lindell, Mayor Webber, and Councilors Abeyta, Romero-Wirth, and Cassutt-Sanchez) (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346 and Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
 Governing Body (Request to Publish): 03/31/21
 Finance Committee: 04/5/21
 Quality of Life Committee: 04/7/21
 Governing Body (Public Hearing): 04/28/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Approved unanimously to forward to 3/31/2021 Governing

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	Excused		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		





City of Santa Fe New Mexico

Memorandum



Date: March 26, 2021

To: Community Development Commission, Quality of Life Committee, Finance Committee, and Governing Body

From: Randy Randall, TOURISM Santa Fe Director 
Brad Fluetsch, Planning and Investment Officer 

RE: Dedication of Certain Lodgers' Tax Revenues to the Affordable Housing Trust Fund

EXECUTIVE SUMMARY:

The proposed Bill amends Section 18-11.8 to strike a provision that exempted properties with less than three rooms for rent from charging and submitting lodgers' tax. The proposed Bill also amends Section 18-11.17 SFCC 1987 to collect lodgers' tax revenue on the thirty-first and subsequent days for non-residential rentals and dedicate the revenue to the Affordable Housing Trust Fund.

BACKGROUND:

In the past two state legislative cycles, there have been two significant changes to the enabling legislation for lodgers' tax.

The first change was to eliminate the exemption for a rental with less than three rooms. This exemption was designed in the 1970s to exempt tiny Bed and Breakfast operations. With the advent of Short Term Rentals, the exemption provided a loop hole that too many short-term rental owners could claim, providing an unfair pricing advantage to the lodging establishments that do have to charge lodgers' tax.

The second change is to allow lodgers' tax to be charged on all rentals that are not for permanent or primary residential use, regardless of length of stay. Without that change, rentals of more than 30 days in length are exempt from lodgers' tax. The tax on the period of time over 30 days does not have the use restrictions on other lodgers' tax collected and can be used in any way the municipality wishes, provided it is specified in the local lodgers' tax ordinance.

The changes recommended to the lodgers' tax ordinance, in addition to some language cleanup, will bring Santa Fe's ordinance into uniformity with the revised state enabling legislation by eliminating the small rental exemption. The changes also provide for the City to collect lodgers' tax on all rentals that are not for primary residential use, by specifying the Affordable Housing Trust Fund as the recipient for lodgers' taxes collected from the 31st day of occupancy on.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

underscored material = new
[bracketed material] = delete

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

**AMENDING SECTION 18-11.3 SFCC 1987 TO DEFINE “TAXABLE PREMISES”
CONSISTENTLY WITH STATE STATUTE AND TO ADD A DEFINITION FOR
“PERMANENT RESIDENT”; AMENDING SECTION 18-11.8 TO MAKE IT
CONSISTENT WITH STATE STATUTE; AMENDING SECTION 18-11.17 TO
DIFFERENTIATE BETWEEN THE OCCUPANCY TAX AND THE CONVENTION
CENTER FEE, AND TO DEDICATE THE OCCUPANCY TAX COLLECTED ON THE
THIRTY-FIRST DAY AND SUBSEQUENT DAYS TO THE AFFORDABLE HOUSING
TRUST FUND; AMENDING SECTION 26-3.6 TO ADD THE DEDICATION TO THE
EXISTING LIST OF DEDICATIONS TO THE AFFORDABLE HOUSING TRUST FUND;
AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

**Section 1. Section 18-11.3 of SFCC 1987 (being Ord. No. 1992-27, § 4, as
amended) is amended to read:**

18-11.3 - Definitions.

1 ~~[As used in this section.]~~

2 ~~[Accounts receivable unit means the office, within the city of Santa Fe finance~~
3 ~~department, that is responsible for issuing business registrations.]~~

4 *Board* means the lodgers' occupancy tax advisory board established herein to make
5 recommendations for advertising, publicizing, and promoting tourist-related attractions,
6 facilities, and events to the governing body[;]; keep minutes of its proceedings; and submit its
7 recommendations, correspondence, and other pertinent documents to the governing body.

8 *Business licensing and registration office* means the office within the city of Santa Fe
9 that is responsible for issuing business registrations.

10 *City* means the city of Santa Fe.

11 *City cashier's office* means the office, within the city of Santa Fe finance department,
12 where all monies owed the city are collected and deposited. All lodgers' tax remittance will be
13 collected and deposited in the cashier's office.

14 *City clerk* means the city clerk of Santa Fe, New Mexico.

15 *City treasurer* means the finance department director.

16 *Convention center fee* means the two percent (2%) increment imposed by the city under
17 the Civic and Convention Center Funding Act, Sections 5-14-1 to 5-14-15 NMSA 1978.

18 *Gross taxable rent* means the total amount of rent paid for lodging, not including the
19 state gross receipts tax or local sales taxes.

20 *Increment* means a specified unit of the total percent of occupancy tax or convention
21 center fee imposed where the unit is derived by dividing the percent tax imposed into separate
22 parts of one percent (1%) or portions of one percent (1%).

23 *Lodgers' tax* ~~[shall be used to collectively refer to]~~ means the occupancy tax and
24 convention center fee, collectively.

25 *Lodging* means the transaction of furnishing rooms or other accommodations by a vendor

1 to a vendee who for a rent uses, possesses, or has the right to use or possess any room or rooms
2 or other units of accommodations in or at a taxable premises.

3 *Lodgings* means the rooms or other accommodations furnished by a vendor to a vendee
4 by a taxable service of lodgings.

5 *Occupancy tax* means tax on lodging authorized by the Lodgers' Tax Act, Sections 3-38-
6 13 to 3-38-24 NMSA 1978.

7 *Permanent Resident* means a person who resides, lies, and pays taxes in a particular
8 location that the person identifies as the person's "primary residence" for tax purposes.

9 *Person* means a corporation, firm, other body corporate, partnership, association or
10 individual, includes a property management company, includes an executor, administrator,
11 trustee, receiver or other representative appointed according to law and acting in a representative
12 capacity, but does not include the United States of America, the state of New Mexico, any
13 corporation, department, instrumentality or agency of the federal government or the state
14 government, or any political subdivision of the state.

15 *Rent* means the consideration received by a vendor in money, credits, property or other
16 consideration valued in money for lodgings subject to a lodgers' tax authorized in the Lodgers'
17 Tax Act and/or the Civic and Convention Center Funding Act.

18 *Taxable premises* means a hotel, [~~apartment, apartment hotel, apartment house,~~
19 ~~condominium, town home, casita, time share and fractional share lodge, lodging house, rooming~~
20 ~~house, motor hotel, bed and breakfast, guest house, guest ranch, ranch resort, guest resort, mobile~~
21 ~~home, motor court, auto court, auto camp, trailer court, trailer camp, trailer park, tourist camp,~~
22 ~~cabin, short term rental unit] motel, or other premises for lodging that is not the vendee's
23 household or primary residence.~~

24 *Tourist* means a person who travels for the purpose of business, pleasure or culture to the
25 city of Santa Fe.

1 *Tourist-related events* means events that are planned for, promoted to and attended by
2 tourists.

3 *Tourist-related facilities and attractions* means facilities and attractions that are intended
4 to be used by or visited by tourists.

5 *Tourist-related transportation systems* means transportation systems that provide
6 transportation for tourists to and from tourist-related facilities, attractions and events.

7 *Vendee* means a natural person to whom lodgings are furnished in the exercise of the
8 taxable service of lodging.

9 *Vendor* means a person furnishing lodgings in the exercise of the taxable service of
10 lodging.

11 **Section 2. Section 18-11.6 of SFCC 1987 (being Ord. No. 1992-27, § 6, as**
12 **amended) is amended to read:**

13 **18-11.6 - Registration.**

14 A. No vendor shall engage in the business of providing lodging in the city of Santa
15 Fe who has first not obtained a business registration as provided in this subsection[?].

16 B. Applicants for a vendor's business registration shall submit an application to the
17 [~~accounts receivable unit~~] business licensing and registration office stating the following
18 information:

19 (1) The name of the vendor, including identification of any person, as
20 defined in this section, who owns or operates or both owns and operates a place of
21 lodging and the name or trade names under which the vendor proposes to do business
22 and the post office address thereof;

23 (2) A description of the facilities, including the physical address(es), the
24 number of rooms, and the usual schedule of rates;

25 (3) A description of other facilities provided by the vendor or others to users

1 of the lodgings, such as restaurant, bar, cleaning, laundry, courtesy car, stenographer,
2 tailor or others, and a statement identifying the license/registration issued, to whom
3 issued, the authority issuing, and the period for which issued. If applicable, the
4 description shall also include the identification number provided by the taxation and
5 revenue department of the state of New Mexico;

6 (4) The nature of the business practices of the vendor and to what extent, if
7 any, ~~his~~ the business is exempt from the lodgers' tax;

8 (5) State of New Mexico gross receipts tax number (C.R.S. ID #); and

9 (6) Other information reasonably necessary to effect a determination of
10 eligibility for such license[;].

11 C. The ~~accounts receivable unit~~ business licensing and registration office shall
12 review applications for registration within ten (10) days of receipt thereof, and grant the
13 registration in due course if the applicant is doing business subject to the lodgers' tax[;].

14 D. An applicant who is dissatisfied with the decision of the ~~accounts receivable~~
15 ~~unit~~ business licensing and registration office may appeal the decision to the city manager by
16 written notice to the city clerk of such appeal to be made within fifteen (15) days of the date of
17 the decision of the ~~accounts receivable unit~~ business licensing and registration office on the
18 application. The matter shall be referred to the city manager for hearing in the usual course of
19 business. The decision of the city manager shall be expressed in writing and be communicated in
20 the same manner as the decision of the ~~accounts receivable unit~~ business licensing and
21 registration office is transmitted. The action of the city manager shall be deemed final[;].

22 E. If the city manager finds for the applicant, the ~~accounts receivable unit~~ business
23 licensing and registration office shall issue the registration or other notice conforming to the
24 decision made by the city manager.

25 **Section 3. Section 18-11.8 of SFCC 1987 (being Ord. No. 1992-27, § 7, as**

1 amended) is amended to read:

2 **18-11.8 Exemptions.**

3 Neither ~~[F]~~ the occupancy tax nor the convention center fee shall ~~[not]~~ apply to any portion
4 of the gross taxable rent under the following circumstances:

5 A. If a vendee:

6 (1) Has been a permanent resident of the taxable premises for a period of at
7 least thirty (30) consecutive days ~~[as evidenced by a lease or other long term lodging~~
8 ~~documentation]~~; or

9 (2) Enters into or has entered into a written agreement for lodgings at the
10 taxable premises for a period of at least thirty (30) consecutive days;

11 B. If the rent paid by the vendee is less than two dollars (\$2.00) a day;

12 C. To lodging accommodations at institutions of the federal government, the state, or
13 any political subdivision thereof;

14 D. To lodging accommodations at religious, charitable, educational, or philanthropic
15 institutions, including ~~[without limitation such]~~ accommodations at summer camps operated by
16 such institutions;

17 E. To clinics, hospitals, or other medical facilities; or

18 F. To privately-owned and operated convalescent homes, or homes for the aged,
19 infirm, indigent, or chronically ill[;].

20 ~~[G. — If the vendor does not offer at least three (3) rooms within or attached to a taxable~~
21 ~~premises for lodging, or at least three (3) other premises providing lodging facilities regardless of~~
22 ~~the number of rooms available at each taxable premises or a combination of these within the city.]~~

23 **Section 4. Section 18-11.17 of SFCC 1987 (being Ord. No. 1992-27, § 16, as**
24 **amended) is amended to read:**

25 **18-11.17 Use of lodger[']s' tax monies.**

1 A. _____ The proceeds of the occupancy tax [~~and convention center fee~~] shall be used to
2 defray costs as follows:

3 ~~[A.]~~1. Not less than one-half ($\frac{1}{2}$) of the proceeds derived from the first three
4 percent (3%) increments and not less than one-fourth ($\frac{1}{4}$) of the proceeds of the tax in
5 excess of three percent (3%) increments shall be used for the purpose of advertising,
6 publicizing and promoting tourist-related attractions, facilities and events;

7 ~~[B.]~~2. Proceeds of the fourth one percent (1%) increment of the tax not
8 otherwise allocated by subsection 18-11.17A SFCC 1987 shall be used by the city for
9 advertising, publicizing, promoting of tourist-related attractions, facilities and events,
10 specifically as they relate to nonprofit art activities, and nonprofit performing arts in
11 Santa Fe less administration costs. The funds shall be administered by the arts
12 commission as created in Section 6-1 SFCC 1987, or its successor.

13 ~~[C.]~~3. After July 1, 1996, funds collected for use under paragraph A, herein,
14 and at least one-fourth ($\frac{1}{4}$) of funds collected for use under paragraph B, herein, must
15 be spent within two (2) years of the close of the fiscal year collected.

16 ~~[D.]~~4. The proceeds in excess of the amount required by paragraph A, herein,
17 or allocated by the city, pursuant to paragraph B, herein, to be used for advertising,
18 publicizing and promoting tourist-related attractions, facilities and events may be used
19 for:

20 ~~[(1)]~~a. Collecting and administering the tax;

21 ~~[(2)]~~b. Audits;

22 ~~[(3)]~~c. Establishing, operating, purchasing, constructing, otherwise
23 acquiring, reconstructing, extending, improving, equipping, furnishing or
24 acquiring real property or any interest in real property for the site or grounds
25 for tourist-related facilities or attractions or transportation systems of the

1 municipality or the county in which the municipality is located;

2 [~~(4)~~]d. Advertising, publicizing and promoting tourist-related
3 attractions, facilities and events of the municipality or county and tourist
4 facilities or attractions within the area;

5 [~~(5)~~]e. Providing police and fire protection and sanitation service for
6 tourist-related events, facilities and attractions located in the respective
7 municipality or county;

8 [~~(6)~~]f. Principal and interest of revenue bonds issued as authorized by
9 Section 3-38-23 or 3-38-24 NMSA 1978; or

10 [~~(7)~~]g. Any combination of the foregoing purposes or transactions
11 stated in this section, but for no other municipal or county purpose.

12 [~~E.~~]5. Proceeds of the fifth one percent (1%) increment of the tax shall be used
13 by the city for establishing, operating, purchasing, constructing, otherwise acquiring,
14 reconstructing, extending, improving, equipping, furnishing or acquiring real property
15 or any interest in real property for the site or grounds for a new convention center, major
16 reconstruction or addition to the current convention center, or adjoining parking
17 facilities. These funds may be used for construction of other tourism related facilities
18 as limited by state law. Authorized uses may also be the payment of principal and
19 interest in connection with and any other charges pertaining to revenue bonds issued for
20 any of the above purposes. At the end of each four (4) years from the date of the
21 enactment of this fifth one percent (1%) increment, the occupancy tax advisory board
22 (OTAB) shall review and assess this section, determine the status of the authorized uses
23 as stated in this subparagraph [~~F~~]5, and make a recommendation to the governing body
24 if the tax shall continue to be accrued for these purposes or if the tax and accumulated
25 proceeds shall be applied to any other use as authorized in other subsections of this

1 section for lodgers' tax. The governing body shall make the final determination through
2 an amended ordinance if the use is to be changed. If no action is taken, the ordinance
3 for the fifth one percent (1%) increment shall continue as stated.

4 6. Proceeds from the occupancy tax that are collected based on the thirty-
5 first (31st) and subsequent days during which a vendee rents lodgings in taxable
6 premises shall be dedicated to the affordable housing trust fund.

7 ~~[F.]B.~~ The [P]roceeds of the [sixth one percent (1%) and the seventh one percent
8 ~~(1%) increments of the tax (also referred to as a] convention center fee[.]~~ may be used by the
9 city for the following:

10 1. The design, construction, equipping, furnishing, landscaping, and other
11 costs associated with the development of a civic and convention center and adjoining
12 parking garage located within the city;

13 2. Payments of principal, interest, or prior redemption premiums due in
14 connection with and any other charges pertaining to revenue bonds authorized by the
15 Civic and Convention Center Fund Act, Sections 5-14-1 to 5-14-15 NMSA 1978,
16 including payments into sinking fund or reserve fund required by the revenue bond
17 ordinance;

18 3. Costs of collecting and otherwise administering the tax, provided that
19 administration costs shall not be paid if there are current payments due pursuant to
20 paragraph ~~[F.]B~~(2) of this subsection and that no more than ten percent (10%) of the
21 revenue collected in any fiscal year shall be used to pay administration costs;

22 4. Operation costs of the civic and convention center and adjoining
23 parking garage, provided that no such costs shall be paid if there are current payments
24 due pursuant to paragraph ~~[F.]B~~(2) of this subsection; and

25 5. Payments into a capital reserve fund established for the future payment

1 for capital maintenance and improvements and equipment replacement costs of the civic
2 and convention center and adjoining parking garage provided that:

3 a. No payments shall be made pursuant to this paragraph if there
4 are current payments due pursuant to paragraph ~~[F]~~B(2) of this subsection; and

5 b. At least once every five (5) years, the governing body shall
6 compare the amount of money in the fund with the expected future expenditures
7 from the fund and decide if the convention center fees may be reduced pursuant
8 to paragraph ~~[H]~~D of this section.

9 ~~[G.]C.~~ The ~~[sixth one percent (1%) and the seventh one percent (1%) increments of~~
10 ~~the lodgers' tax (also referred to as a]~~ convention center fee~~]~~ shall be imposed only for the
11 period necessary for payment of principal and interest on revenue bonds issued to accomplish
12 the purpose for which the revenue is dedicated, but the period shall not exceed thirty (30) years
13 from the date of the ordinance imposing the fee.

14 ~~[H.]D.~~ The governing body may decrease the rate of the convention center fee if the
15 following are met:

16 (1) All required payments have been made pursuant to paragraph ~~[F]~~B of
17 this subsection and the required levels of and estimated payments from any reserve
18 fund, sinking fund, or capital reserve fund can be sustained at a decreased rate;

19 (2) The decreased fee will not otherwise directly or indirectly impair
20 outstanding revenue bonds issued under Section 5-14-13 NMSA 1978; and

21 (3) The local government division of the department of finance and
22 administration of the state of New Mexico finds that the requirements of paragraphs
23 ~~[H]~~D(1) and (2) of this subsection have been satisfied and otherwise approves the fee
24 decrease.

25 **Section 5. Section 26-3.6 of SFCC 1987 (being Ord. No. 2007-23, § 9, as amended) is**

1 **amended to read:**

2 **26-3.6 Dedication.**

3 The following shall be dedicated to the affordable housing trust fund.

4 A. Tierra Contenta:

5 (1) All payments received from the sale of property in Tierra Contenta that
6 has been reserved for affordable housing as of the date of the passage of this ordinance;

7 (2) Thirty-five percent (35%) of all payments received from the sale of
8 property in Tierra Contenta received after the date of the passage of this section; and

9 (3) All interest earned from the above.

10 B. All proceeds of loans that have been recorded against various affordable housing
11 units through the capital improvements program funds—infrastructure loan funds.

12 C. Principal and interest payments made by the borrowers to the city for outstanding
13 AHTF loans.

14 D. Proceeds from shared equity loans which are realized when a housing
15 opportunity program home or Santa Fe homes program unit is sold on the open market.

16 E. All in-lieu-of contributions or fractional payments received from developers as
17 an option to meet the Santa Fe Homes requirements.

18 F. All in-lieu-of contributions received from developers of qualifying residential
19 projects within the Midtown LINC overlay district, as defined in Section 14-5.5(D) SFCC 1987,
20 [~~shall be applied~~] but only applied within the following locations:

21 (1) The Midtown LINC overlay district;

22 (2) Qualified [~~C~~]census tracts (as defined by the United States
23 [~~D~~]department of [~~H~~]housing and [~~U~~]urban [~~D~~]development) adjacent to the boundaries
24 of the Midtown LINC overlay district; or

25 (3) Existing residential developments adjacent to the boundaries of the

Signature: Randy Randall

Email: rrandall@santafenm.gov

Signature:  Bradley Fluetsch (Mar 26, 2021 15:52 MDT)

Email: bjfluetsch@santafenm.gov

1 Midtown LINC overlay district.

2 G. Proceeds from the occupancy tax that are collected based on the thirty-first
3 (31st) and subsequent days a vendee rents lodgings in taxable premises shall be dedicated to the
4 affordable housing trust fund pursuant to Subsection 18-11.17(A)(6) SFCC 1987.

5 [~~G~~] H. Other funds that may be identified from time to time [~~which~~] that are suitable
6 and appropriate for allocation to the AHTF. These may include on-going, dedicated funding
7 sources as well as one-time funding that is specifically approved by the governing body.

8 **Section 6. Editor’s Note: SFCC 1987 is hereby amended to strike all references**
9 **to “lodger’s tax” and “lodgers tax” and insert in lieu thereof “lodgers’ tax”.**

10 **Section 7. Effective Date.** This ordinance shall take effect on the first day of the
11 first month following adoption by the governing body.

12 APPROVED AS TO FORM:

13 
14 _____
15 ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2021/Bills/Lodgers’ Tax Amendments

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Lodgers' Tax Amendments

Sponsor(s): Mayor Webber

Reviewing Department(s): Finance Department, TOURISM Santa Fe

Staff Completing FIR: Brad Fluetsch/Randy Randall Date: _____ Phone: 955-6885/955-6209

Reviewed by City Attorney:  Date: Mar 30, 2021

Reviewed by Finance Director:  Date: Mar 29, 2021

Summary:

The proposed Bill updates the City's Lodgers' Tax ordinance to be consistent with, and take advantage of, several changes made by the State of New Mexico to the State's Lodgers' Tax Act. The sections that were updated in the State's Lodgers Tax Act, NMSA 1978, Section 3-38, relate to the City's Lodgers' Tax Ordinance, Section 18-11.8 – Exemptions and Section 18-11.17 – Use of Lodgers' Tax Monies.

Changes made to the State statute, Section 3-38-16, remove the automatic exemption for rental for over 30 consecutive days, or when evidenced by a written lease; and allow local governments to collect the Lodgers' Tax after thirty days, if the premises rented are not the vendee's household or primary residence. Proposed changes to the City's Code 18-11.8 Exemptions, Section A (referred to as Exemption A), would align the City's code with the changes authorized in State law by authorizing the application of lodgers' tax on non-permanent residents for stays in excess of 30 days. Previously, all stays greater than 30 days were exempt.

Additionally, changes made to the State statute, Section 3-38-21, allow the occupancy tax revenue from the 31st day and subsequent days to be used for any municipal purposes so long as the uses are stated in the ordinance imposing the tax. Proposed amendments to Section 18-11.17 would dedicate proceeds from the occupancy tax that are collected on the 31st day and subsequent days a vendee rents lodgings in a taxable premises to the affordable housing trust fund.

Changes made to the State statute, Section 3-38-16, remove an exemption from the local-option occupancy tax for short-term rentals (less than 30 days) with three rooms or fewer within or attached to a taxable premises for lodging or at least three other premises for lodging or a combination of these within the taxing jurisdiction. Proposed changes to the City's Code 18-11.8 – Exemptions, paragraph G (referred to as Exemption G) make the changes authorized by State statute by removing a the following language "If the vendor does not offer at least three (3) rooms within or attached to a taxable premises for lodging, or at least three (3) other premises providing lodging facilities regardless of the number of rooms available at each taxable premises or a combination of these within the city."

Departments Affected:

Land Use, Finance, Tourism, Arts and Culture and Affordable Housing.

Consequences of Not Enacting Legislation:

The City would forego a substantial new revenue source for the Tourism and Arts and Culture Departments and the City's ordinance would be inconsistent with New Mexico statutes.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

The changes in Section 5 of this Bill are identical to those made in Section 2 of Bill No. 2021-9, “Affordable Housing Dedication”. Other changes included in the Bill are intended to City Code consistent with State statute.

Performance and Administrative Implications:

While there may be increased revenue, the elimination of Exemptions A and G in the City Code has the potential to add hundreds of new monthly lodgers’ tax filers. Changes in Exemption A will require the lodgers’ tax filing form to be amended to include the new class of revenue – lodgers’ tax greater than 30 days has a different dedication than all other lodgers’ tax revenues. The new dedication to the Affordable Housing Trust Fund will require an additional line item be added to the general ledger, and will increase the Cashiers’ Office work load. The changes will also impact enforcement, regulation, and audit functions.

Changes in Exemption G will substantially increase the Finance Department’s Treasury Division workload. In September 2020, there were 991 short-term rental permittees in Land Use’s Energov System. Of those 991 permits, 708 had fewer than three rooms available for short-term rentals and therefore exempt from lodgers’ tax. Under current City Code, those vendors are in compliance by filing an exemption form for the year. With the proposed changes, those vendors will be required to file monthly lodgers’ tax forms, increasing the Treasury Division workload for processing the monthly tax payments. This will require a full-time FTE dedicated to processing nearly 1000 monthly tax filings as well as increasing the number of financial transactions. Changes in Exemption A may also increase the number of lodgers’ tax filers, including non-traditional filers such as apartment owners, and other vendors that lease living units such as duplexes or triplexes to vendees whose permanent residence is elsewhere.

Fiscal Implications:

In general there will be a positive impact to the City by bringing more short-term rentals into the tax base, as the City can afford to expend more effort in enforcing the occupancy tax and the collateral gross receipts tax which the City does not manage or enforce. The magnitude of the increase in tax base is an only an estimate.

The proposed changes will expose more lodging units to the lodgers’ tax by taxing temporary lodging after the current 30-day period. Additionally, the proposed changes removes restrictions on the use of the additional funds. Under current statute, use of the proceeds of the lodger’s tax is restricted to tourist-related activities but the proposed changes would dedicate the additional proceeds to the Affordable Housing Trust Fund.

Fiscal Impact:

The changes to Exemption A may lead to an estimated \$546,000 of additional lodgers’ tax revenue per year. Of that, \$546,000, revenue derived from the first 30 days, would be allocated per existing code to TOURISM Santa Fe and the Arts and Culture Department. In order to estimate the fiscal impact, Finance staff sampled AirBNB lodgers’ tax returns for exemptions. AirBNB units were exempting roughly 20 percent of their pre-covid revenues, \$400,000-\$600,000 per month, depending on the month. The average sample was over \$30,000 per month of exempted lodgers’ tax revenue. AirBNB said the only exemption it used was the 30-day exemption.

AirBNB’s exempted rental income would approximate \$360,000 per year in increased lodgers’ tax revenue collected by the City. AirBNB is lodging aggregator, but is estimated to represent half the market of short-term rental lodgers’ tax payments. The \$546,000 represents a conservative estimate of what would be collected by the City. This estimate does not include apartment rentals to non-permanent residents or improved compliance. The elimination of Exemption G may generate an estimated \$30,000 of additional lodgers’ tax per year. The proposed changes in Section 18-11.17 would allocate revenue derived from the 31st day and subsequent days to Affordable Housing Trust Fund. To oversee and manage these changes, an additional accounting FTE for the Treasury Division would have salary and benefits costs of \$140,000. The net increase in revenue to the City is estimated at \$436,000 for TOURISM Santa Fe, the Arts and Culture Department, and the Affordable Housing Trust Fund.

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N) Yes	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	\$ 35,000	\$140,000	\$140,000	Y	R	213/Lodgers Tax	
Benefits*							
Capital Outlay	\$	\$	\$				
Contractual/	\$	\$	\$				
Professional Services							
Operating	\$	\$	\$				\$
Total:	\$ 35,000	\$140,000	\$140,000				\$305,000

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

This legislation substantially increases the number of lodgers' tax returns that require monthly processing as well as additional transactions for the Cashiers' Office to process. This adds one FTE to whose primary responsibility is the administration of lodgers' tax.

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$	\$	\$		
Special Revenue	\$150,000	\$576,000	\$625,000	R	213; 240
CIP	\$	\$	\$		
Enterprise	\$	\$	\$		
Internal Service	\$	\$	\$		
Trust and Agency	\$	\$	\$		
Federal	\$	\$	\$		
Other	\$	\$	\$		
Total	\$150,000	\$576,000	\$625,000		

Revenue Narrative:

The inclusion of rentals over 30 days may increase revenues annually. The estimated revenue increase above is based on an increase of 120,000 room nights annually at a rate of \$65 per night. That is \$7.8 million in previously untaxed revenue going to lodging vendors. The elimination of the number of rooms exemption may generate additional revenue, potentially \$30,000 per year, but will assist greatly with the enforcement and collection of lodgers' tax. These changes to the City Code, in combination with the capabilities of the new ERP system, will enhance the City's enforcement capability by comparing who is filing the monthly lodgers' tax returns with who has business licenses and short-term rental permits.

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7q

CONSIDERATION OF BILL NO. 2021-10. An Ordinance Amending Section 18-11.3 SFCC 1987 to Define "Taxable Premises" Consistently with State Statute and to Add a Definition for "Permanent Resident"; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the ThirtyFirst Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works & Utilities Committee: 03/29/21
 Governing Body (Request to Publish): 03/31/21
 Finance Committee: 04/5/21
 Quality of Life Committee: 04/7/21
 Governing Body (Public Hearing): 04/28/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 3/31/2021, with the recommendation to come back to the 4/12/2021 Public Works and Utilities Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	excused		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		



City of Santa Fe New Mexico

Memorandum



Date: March 29, 2021

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

From: Geronimo Griego, Acting Fire Marshal GGG
GGG

Via: Brian Moya, Assistant Fire Chief BM
BM
Porfirio Chavarria, Wildland Urban Interface Specialist PC
PC

RE: Fire Restrictions

EXECUTIVE SUMMARY:

The proposed Resolution requests the Governing Body adopt certain fire restrictions throughout the City of Santa Fe based on data supplied by the U.S. Forest Service and published by the National Weather Service.

BACKGROUND:

NMSA 1978, Section 60-2C-8.1 authorizes the governing body of a municipality to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. As of March 16th, all of Santa Fe County was in exceptional drought, the highest classified level (see Exhibit A). State statute also precludes a governing body from adopting fire restrictions 20 days prior to a holiday for which fireworks may be sold – the Fourth of July. Each Resolution has a maximum effective time period of thirty days, requiring the adoption of subsequent Resolutions if drought conditions persist. With that in mind, staff anticipate subsequent Fire Restrictions Resolutions being presented to the Governing Body on May 12th, June 9th, and July 14th.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Exhibit A – Drought Monitor Report
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Christopher M. Rivera

Councilor JoAnne Vigil Coppler

Councilor Carol Romero-Wirth

A RESOLUTION

PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.

WHEREAS, the danger of range fires, grass fires, forest fires and structure fires is very high or extremely high in and around the city of Santa Fe; and

WHEREAS, the weather in Santa Fe has been dry and windy, contributing to the present very high or extremely high fire risk, and it is predicted that the windy and dry weather will continue into the coming weeks, causing progressively worsening fire conditions; and

WHEREAS, due to abnormally low winter precipitation, United States forest service data indicates very high or extreme fire danger presently exists; and

WHEREAS, it is anticipated that drought conditions will be present for the foreseeable future; and

WHEREAS, the probability of ignition of materials likely to serve as fuel for fire is

1 presently extremely high in the city of Santa Fe; and

2 **WHEREAS**, if the city experiences a fire that burns out of control in the watershed, 40%
3 of the city’s water resources are at serious risk of complete loss or substantially reduced capacity;
4 and

5 **WHEREAS**, if the city experiences a fire that burns out of control in populated areas, it
6 may be necessary to evacuate and relocate affected residents; and

7 **WHEREAS**, the SARS-CoV-2 (COVID-19) 2020-21 Pandemic is complicating
8 suppression operations being experienced on wildland fires in New Mexico; and

9 **WHEREAS**, pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a
10 municipality is authorized to restrict the sale or use of fireworks within the boundaries of the
11 municipality if severe or extreme drought conditions exist.

12 **NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BODY OF**
13 **THE CITY OF SANTA FE:**

14 **Section 1.** This resolution shall be deemed a proclamation within the meaning of
15 NMSA 1978, Section 60-2C-8.1 and Section 12-3.9 SFCC 1987.

16 **Section 2.** As per NMSA 1978, Section 60-2C-8.1, the Governing Body anticipates
17 severe or extreme drought conditions exist or may exist within the boundaries of the city of Santa
18 Fe based upon current drought indices published by the national weather service and other relevant
19 information supplied by the United States forest service.

20 **Section 3.** The Governing Body restricts the sale or use of fireworks to the maximum
21 extent possible permitted in NMSA 1978, Section 60-2C-8.1.

22 A. The sale or use of the following fireworks is specifically prohibited within
23 the city limits:

- 24 (1) aerial devices:
25 (a) aerial spinners;

- 1 (b) helicopters;
- 2 (c) mines;
- 3 (d) missile-type rockets;
- 4 (e) roman candles;
- 5 (f) shells; and
- 6 (g) stick-type rockets;
- 7 (2) ground audible devices:
 - 8 (a) chasers; and
 - 9 (b) firecrackers.

10 B. All fireworks within any lands covered wholly or in part by timber, brush,
11 or native grass are prohibited.

12 **Section 4.** An exception to the above restrictions is public displays of fireworks in
13 strict conformance with the requirements and conditions set forth in Section 12-3.3 SFCC 1987 and
14 as approved by the City of Santa Fe fire chief.

15 **Section 5.** Pursuant to Section 12-3.9 SFCC 1987,

16 A. Any individual, firm, partnership, or other entity found in violation of the
17 above restrictions shall be deemed guilty of a misdemeanor and shall be punished by
18 imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars (\$500),
19 or both.

20 B. Each and every occasion on which this section is violated shall be
21 considered a separate offense.

22 **BE IT FURTHER RESOLVED** that

23 **Section 1.** Due to severe or extreme drought conditions and wildland fire conditions,
24 the Governing Body hereby prohibits the following activities, in accordance with the International
25 Fire Code® as adopted by Section 12-2.1 SFCC 1987:

- 1 A. Open burning, including campfires, bonfires, pit barbecues;
- 2 B. Burning of weeds, trash, or other vegetation;
- 3 C. Using charcoal barbecue grills in public parks and recreation areas;
- 4 D. Smoking in public parks, recreation areas, or on any public trail; and
- 5 E. Using any motorized all-terrain vehicle or motorcycles on city owned open
- 6 space, parks, trails, or other recreational areas, except for the Motocross
- 7 Track located off of the 599 Relief Route.

8 Charcoal barbecuing at a residential structure is permitted if the fire is closely monitored
9 and fire-extinguishing equipment, such as a garden hose or fire extinguisher, is readily available.

10 **Section 2.** Pursuant to Section 1-3.1 SFCC 1987:

- 11 A. Any individual, firm, partnership or other entity found in violation of the
- 12 above restrictions shall be deemed guilty of a misdemeanor and shall be punished by
- 13 imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars (\$500),
- 14 or both.
- 15 B. Each and every occasion on which this section is violated shall be
- 16 considered a separate offense.

17 **BE IT FURTHER RESOLVED** that the Governing Body recognizes that NMSA 1978,
18 Section 60-2C-8.1 only allows municipalities to adopt fire restrictions for 30 days at a time and no
19 less than 20 days prior to a holiday for which fireworks may be sold. Therefore, to ensure that there
20 will be no lapse in the fire restrictions imposed by this resolution, the Governing Body may impose
21 these fire restrictions at any subsequent meeting date hereafter to ensure that such fire restrictions
22 are in place during extreme or severe drought conditions and wildland fire conditions.

23 PASSED, APPROVED AND ADOPTED this _____ day of _____, 2021.

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ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:



ERIN MOSHERRY, CITY ATTORNEY

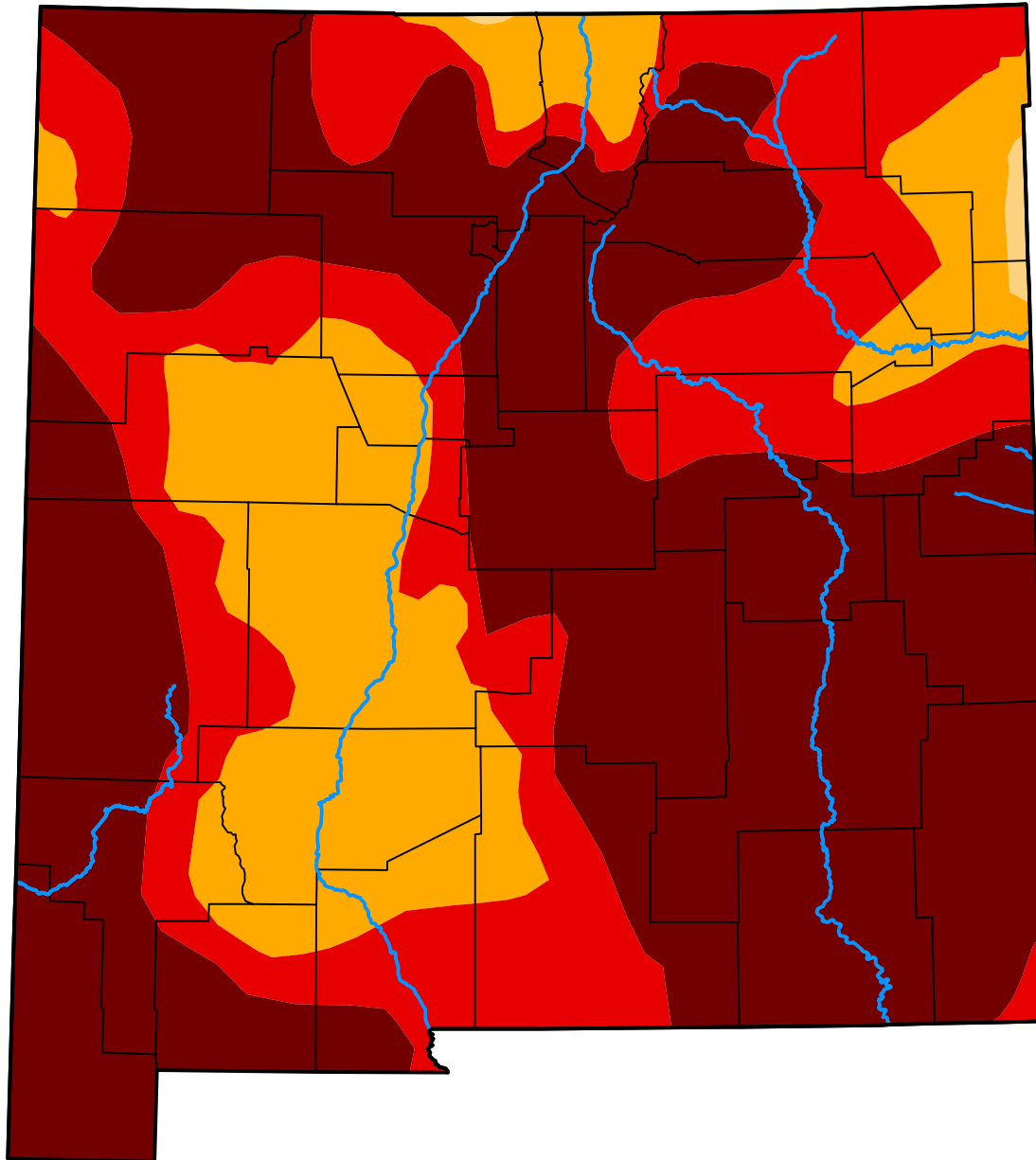
U.S. Drought Monitor

New Mexico

March 23, 2021
 (Released Thursday, Mar. 25, 2021)
 Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.00	100.00	100.00	99.68	80.21	53.38
Last Week <i>03-16-2021</i>	0.00	100.00	100.00	99.91	81.66	53.80
3 Months Ago <i>12-22-2020</i>	0.00	100.00	99.97	99.59	82.26	53.20
Start of Calendar Year <i>12-29-2020</i>	0.00	100.00	99.97	99.59	82.26	53.20
Start of Water Year <i>09-29-2020</i>	0.00	100.00	99.92	73.65	39.88	2.90
One Year Ago <i>03-24-2020</i>	55.74	44.26	26.30	11.40	0.00	0.00



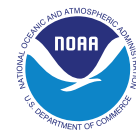
Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Brad Pugh
 CPC/NOAA



droughtmonitor.unl.edu

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fire Restrictions 2021 1

Sponsor(s): Councilor Rivera

Reviewing Department(s): Fire Department

Staff Completing FIR: Porfirio Chavarria Date: 3/17/2021 Phone: 505-660-3732

Reviewed by City Attorney: *Eric McJury* Date: Mar 29, 2021

Reviewed by Finance Director: *Mary McCay* Date: Mar 29, 2021

Summary:

The proposed Resolution establishes restrictions for the sale and use of fireworks within City limits and prohibits other activities that may pose a fire risk due to severe to exceptional drought.

Departments Affected:

Fire Department.

Consequences of Not Enacting Legislation:

The City will not have the authority to restrict the use of fireworks in the City limits or prohibit certain activities that pose a risk of starting a fire due to severe to exceptional drought.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention.

Performance and Administrative Implications:

Enforcement of the proclamation and sections identified in this Resolution regarding the sale and use of fireworks, open burning, charcoal grills, smoking, and motorized vehicles on City-owned recreational areas.

Fiscal Implications:

N/A

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: *Geronimo Griego*
Geronimo Griego (Mar 30, 2021 15:22 MDT)

Email: gggriego@santafenm.gov

Signature: *Brian Moya*
Brian Moya (Mar 30, 2021 10:34 CDT)

Email: bjmoya@santafenm.gov

Signature: *Porfirio Chavarria*
Porfirio Chavarria (Mar 29, 2021 10:47 MDT)

Email: pnchavarria@santafenm.gov