

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/10/15
ITEM FROM FINANCE COMMITTEE MEETING OF 06/01/15

ISSUE:

16. Request for Approval of Amendment No. 1 to Professional Services Agreement – Extension of Life Link Rental Assistance Project; Life Link. (Alexandra Ladd)

FINANCE COMMITTEE ACTION:

Approved as Consent Item.

FUNDING SOURCE: 12106.510400

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

Date: May 12, 2015

To: Community Development Commission (CDC) - May 20, 2015
Finance Committee - June 1, 2015
City Council - June 10, 2015

Via: Kate Noble, Interim Director *KN*
Housing and Community Development Department

From: Alexandra Ladd, Special Projects Manager *AL*
Housing and Community Development Department

Re: Amendment #1 - Life Link Rental Assistance Project (BU 12106.510400)

ACTION REQUESTED

Staff requests approval of Amendment #1 the Life Link Rental Assistance Project to extend the term of performance through June 2016 and to raise the income restriction for eligibility to 60% AMI (with renters at lower incomes receiving priority). Additionally, the compensation amount will be increased by \$60,000. Funds are available in BU 12106.510400.

BACKGROUND

As part of the 2014-2015 funding cycle for the Affordable Housing Trust Fund (AHTF), the CDC granted \$150,000 to the Life Link to provide rental assistance to low-income renters who are precariously housed. From August 2014 through March 2015, a total of \$86,954 was provided in the form of paying security deposits, rents, utilities, late fees, utility arrears, application fees, rental arrears, and utility deposits. With this assistance, the following has been achieved:

- An average of 11.6 clients are served each month (some are unduplicated; the majority are receiving assistance for 3 - 6 months);
- The average Area Median Income (AMI) of the households served was 13%;
- Fifteen (15) of these households were earning 0% of AMI and without this assistance would likely be otherwise homeless;
- The average amount of total assistance paid per client was \$913, with the average rent per client being \$648;
- Fifty-seven (57%) of the assistance was applied toward rents; followed by 19% toward rental arrears and 18% toward security deposits; less than 5% was used for the remaining expenses.

ITEM AND ISSUE

As the close of the fiscal year is nearing, it is not anticipated that Life Link will fully expend the original AHTF grant by June 30th. This is due in part to the set up time in launching the project (during July 2014) and the availability of rental assistance funds from non-local sources that were required to be spent before the drawdown of the AHTF funding. However, as the project becomes established, the demand for the services increases which indicates there is growing need for short-term rental assistance.

Staff proposes to extend the term of the City's contract with Life Link through the end of the FY15-16. The income restriction is being raised for the sole purpose of making the funding more flexible but it is not expected that many renters other than those with very low incomes will apply for assistance.

Additionally, staff proposes to increase the project amount by \$60,000, using funds from Business Unit **12106.51400** to augment the original funding from the 2014-15 AHTF allocation. Without the continuity of support, many of these vulnerable renters would find themselves unable to sustain their housing situations and would likely become homeless or face the threat of becoming homeless. Preventing homelessness by providing support for very low income renters is one of the City's highest housing priorities, as per the 2013-2017 *Consolidated Plan*. The 2013 Housing Needs Assessment also identifies very-low income renters as having the greatest unmet need in Santa Fe's housing market.

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

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 9, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and 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 shall continue providing rental assistance funds to renters with low incomes for the purposes of stabilizing their housing situations as described in Article 1.

B. Given the City's commitment to end veteran and chronic homelessness, the City wishes to extend the program through an additional allocation of local funds.

C. Pursuant to Article 20 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 SERVICES

Article 1, paragraph B of the Agreement is amended to so that Article 1, paragraph B reads in its entirety as follows:

B. Assist 15 – 25 households/month with incomes at 60% AMI or less with the goal of keeping them out of homelessness.

Article 1 of the Agreement is further amended to add paragraph C so that

Article 1, paragraph C reads in its entirety as follows:

B. Coordinate assistance to align with the Zero: 2016 initiative to end veteran and chronic homelessness in Santa Fe.

2. COMPENSATION:

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty thousand dollars (\$60,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred ten thousand dollars (\$210,000), inclusive of gross receipts taxes.

3. TERM AND EFFECTIVE DATE

Article 7 of the Agreement is deleted. A new article 7 of the Amendment is inserted to extend the term of the Agreement, so that Article 7 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016, unless terminated sooner pursuant to Paragraph 8 infra.

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:
LIFE LINK:

JAVIER M. GONZALES, MAYOR

CAROL LUNA-ANDERSON
EXECUTIVE DIRECTOR

DATE: _____

DATE: _____

CRS # 02-171649-00-8
City of Santa Fe Business
Registration #15-00029352

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM 5/12
KELLEY A. BRENNAN
CITY ATTORNEY

APPROVED:

OSCAR R. RODRIGUEZ
FINANCE DIRECTOR

22831.510500
BUSINESS UNIT/LINE ITEM



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Life Link

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$150,000.00

Termination Date: _____

Approved by Council Date: April 9, 2014

or by City Manager Date: _____

Contract is for: Implement a rental assistance program that will provide financial assistance for emergency housing costs

Amendment # 1 to the Original Contract# 14-0245

Increase/(Decrease) Amount \$ 60,000

Extend Termination Date to: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Amend # of households assisted;add to Article 1, paragraph C - coordinate assistance to align with Zero 2016 initiative;increase by \$60,000;extend term

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 60,000.00 of original Contract# 14-0245 Termination Date: 06/30/2016
Reason: increase comp;ext term;add to article 1;amend # of households to assist

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ 210,000.00



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: One year terms
example: (First year of 4 year contract)

7 Funding Source: AHTF **BU/Line Item:** 12106.510400

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Roberta Catanach

Phone # _____ -6421

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2014

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).

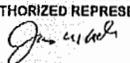
PRODUCER Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: Ed Risley PHONE (A/C, No, Ext): (505) 982-4302 E-MAIL ADDRESS:		FAX (A/C, No): (505) 989-9186
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED (#05) 438-0010 Life Link, The P.O. Box 6094 Santa Fe NM 87502	INSURER A: New Mexico Assurance Company		13673
	INSURER B: Arch Insurance Company		11150
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Cert ID 16725 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <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		NTPKG0095802	12/18/2014	12/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Empl Benefits Liab \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		NTAUT0038202	12/18/2014	12/18/2015	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 DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	6145.125	11/27/2014	11/27/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
B	Professional Services		NTPKG0095802	12/18/2014	12/18/2015	\$3,000,000 aggregate \$ 1,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 All operations of the insured per policy conditions. Liability: Continental United States; WC: NM
 City of Santa Fe is listed as additional insured in respects to general liability.

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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CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Life Link the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

1. The City has allocated funds from the Affordable Housing Trust Fund (AHTF) in accordance to the New Mexico Affordable Housing Act.
2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.
3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.
4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Implement a rental assistance program that will provide financial assistance for emergency housing costs such as: rental and utility arrears, rental and utility deposits, rental and utility vouchers (not to exceed duration of 11 months).

B. Assist 26-34 households with incomes at 40% AMI or less with the goal of keeping them out of homelessness.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty thousand dollars (\$150,000), inclusive of applicable gross receipts taxes.

B. Payment shall be made on a reimbursement basis as set forth in Paragraph four (4) herein. Compensation shall be paid only for services actually performed and accepted by the City.

4. PROOF OF PAYMENT BY CONTRACTOR OF AHTF FUNDS

Contractor shall submit each month to the City's

Housing and Community Development Department receipts and/or cancelled checks along with a detailed statement of use of funds prior to reimbursement from the City. The statement shall include the name (or numerical identifier) of the tenant, the tenant's income percentile according to Department of Housing and Urban Development (HUD)'s Area Median Income (AMI) data, the type of assistance provided (rent, payment for arrears, or utility payment, the name of the landlord and/or utility provider, number of additional household members, the full rent amount, the tenant's rental share and the AHTF rental share, as applicable. In addition, a current balance sheet of the grant funding shall be provided.

5. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the rental assistance funds provided by the City under this Agreement are subject to the requirements of the New Mexico Affordable Housing Act (the Act) and the Notice of Funding Availability (NOFA) and application for funds that was released by the City and to which Contractor responded with a proposal to provide rental assistance services in accordance with Exhibit "A" attached hereto. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon

sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

7. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2015, unless sooner pursuant to Article 8 below.

8. TERMINATION

A. This Agreement may be terminated by the City upon 15 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered

and expenses incurred through the date Contractor receives notice of such termination.

9. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

10. 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.

11. CONFLICT OF INTEREST

The Contractor warrants that it presently has no

interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

12. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

13. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance

covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

15. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments,

including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. 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.

17. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

18. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter,

detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

21. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto

concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

23. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

24. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail,

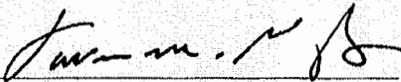
postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Po Box 909
Santa , NM 87501

Life Link
PO Box 6094
Santa Fe, NM 87502

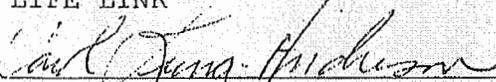
IN WITNESS WHEREOF, the parties have executed this Agreement
on the date set forth below.

CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

DATE: 4/14/14

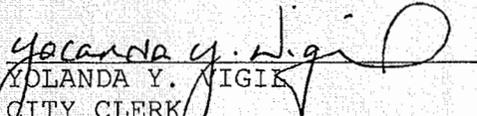
CONTRACTOR:
LIFE LINK


CAROL LUNA-ANDERSON
EXECUTIVE DIRECTOR

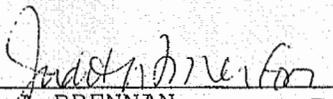
DATE: _____

CRS # 02-171649-00-8
City of Santa Fe Business
Registration #14-00029352

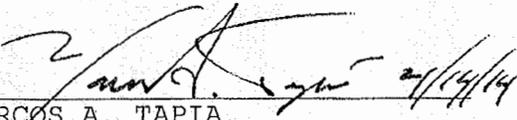
ATTEST:


YOLANDA Y. WIGIK
CITY CLERK
Comty 4/9/14

APPROVED AS TO FORM:


KELLEY A. BRENNAN
INTERIM CITY ATTORNEY 3/12/14

APPROVED:


MARCOS A. TAPIA
FINANCE DIRECTOR 4/14/14

~~22569-510400~~ 22831-510500
BUSINESS UNIT/LINE ITEM