

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/11/14
ITEM FROM FINANCE COMMITTEE MEETING OF 06/02/14

ISSUE:

18. Request for Approval of Funding Recommendations for Fiscal Year 2014/2015 Human Services Providers (RFP #14/24/P); Various Vendors. (Terrie Rodriguez)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of funding recommendations for FY 2014/2015 human services providers (RFP #14/24/P) with various vendors in the amount of \$859,500. Budget is available in grant fund.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

3-17/14/FCMissue

City of Santa Fe, New Mexico

memo

DATE: May 27, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Division

VIA: Marcos A. Tapia, Director
Finance Department

ISSUE: Award of Request for Proposal # '14/24/P
Human Service Providers

SUMMARY:

On February 14, 2014, twenty proposals were received for the above referenced program.

The evaluation criteria consisted of priority services, funding criteria, community involvement, proposal completeness, scope of activity, program capability and fiscal and administrative capability. The proposal was reviewed and evaluated by the Human Services Committee.

The using department has reviewed the proposals and recommends award to 18 proponents in the amount of \$859,500.00.

Budget will be available for FY 2014-15 in account number 22763.510400 (EXP – Human Service Providers – Grants & Service) in the amount of \$779,500.00 and in account number 22763.510300 (EXP – Human Service Providers – Professional Service) in the amount of \$80,000.00.

ACTION:

It is requested that this recommendation of award to the 18 vendors, in the amount of \$859,500.00 be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of using department's tabulation score sheet.

City of Santa Fe, New Mexico

memo

Date: May 19, 2015

To: Finance Committee and City Council
Brian K. Snyder, City Manager
Marcos A. Tapia, Finance Director

From:



Isaac J. Pino, Community Services Department Director
A. Terrie Rodriguez, Youth and Family Services Division Director



Item and Issue

Funding recommendations from the Human Services Committee for human service providers for Fiscal Year (FY) 2014-2015.

Community Issues that are Considered in the Decision Process.

The site visits to organizations revealed that there is some relief of the financial pressure experienced over the last six years. The financial downturn had many organizations returning to their original mission, keeping vacant position unfilled or creating new ways for the organization to raise funds. The general atmosphere was one of optimism and thinking ahead for expansion or enhancement of services, being able to maintain the current normal, while some agencies were able to give raises.

The behavioral health system in Santa Fe is affected by the State of NM pulling funding from the local counseling centers and replacing them with an Arizona company. The major issue for Santa Fe is that behavioral health providers have their reimbursements coming in at a very slow pace which effects the cash flow. This can be especially difficult for small organizations. The Affordable Care Act and Medicaid expansion are also affecting our community. The immediate affect is the increased ability to serve people who are Medicaid eligible and those who have successfully signed up for health insurance coverage. The issue will be system capacity to serve the increased number. The idea is that the reimbursement rate of organizations providing health services will rise since there will be a source of payment from Medicaid or insurance.

Issues Considered for Specific Organizations

(1.) Art Programs in Human Services: Several years ago the Arts Commission allowed the Human Services Staff to participate in their funding deliberations. We saw that several programs fell through the cracks where they were not big enough to compete against the significant arts groups but did not meet human service requirements of being a program with specific outcomes. With a relatively small investment, the Human Services Committee recommends that we collaborate to provide art enrichment to persons confined to residential facilities.

(4.) Children First Co-Parenting is a new applicant to the Human Services Committee which is not being recommended for funding. The Committee carefully considered this program which provides classes for divorced/separated/never-married parents to mitigate conflict that has come to the attention of the First Judicial Court/Family Court Services. It was determined not to fund based on factors such as this is an education only program and counseling is limited to a referral. The organization's revenue is mostly from fees and does not receive any State funding. As this organization does more outreach and establishes relationships with other service providers there may be more funding diversity available.

(n/a) Esperanza Shelter for Battered Families, Inc. did not apply for Human Services funding this year. Staff conducted a site visit with Marissa Silvestro, Executive Director, Linda Trujillo-Pruitt, Finance Manager and Jeanette Baca, Shelter Manager on January 30, 2014. The agency showed signs of being financially stable and programmatically on track. They were apprised of the City's funding cycle at that meeting, were notified in an email to all current contractors that the RFP was available on March 4, 2014, and the RFP was emailed to the Executive Director at her request on March 4, 2014.

(17.) Southwest CARE Center was a new applicant this year, although they received Human Services funding in the past. The organization asked for \$100,000 to fund a social worker to provide integrated behavioral health to women as part of their acquisition of Women's Health Services. The Committee reviewed the options the organization listed such as obtaining a Federal Qualified Health Center to receive a higher level of reimbursement, using the evidence-based SBIRT program which is a grant supported program that was renewed, and the addition of low income persons qualifying for Medicaid and insurance were primary consideration to not recommend funding at this time.

(19) The Santa Fe City Council passed Resolution 2008-26 which established the City of Santa Fe and Santa Fe County Advisory Council on Food Policy. It was agreed that stenographic services and staffing would be alternated between the City and County. To avoid inconsistency in staffing, the FIR stated that each government would provide \$10,000 each to pay for part-time staffing services. Staff requests that Farm to Table, the fiscal agent for the Food Policy Council, follow the procedures of Human Services Committee in order to keep the Committee informed of its progress and needs. The Human Services Committee recommends that the City of Santa Fe and Santa Fe County Advisory Council on Food Policy continue to receive the \$10,000 because it is making significant progress in the areas of procurement procedures of local products, assessment of our communities' access to food, and emergency response services.

(20.) The Interfaith Community Shelter Group was approved by Resolution 2013-21 to receive \$70,000 this FY in order to develop the one-stop for homeless services. The ICSG serves as the fiscal agent for the SFROC. The Interfaith Community Shelter Group (ICSG) operated in the Santa Fe Resource and Opportunity Center (SFROC) for the third year. Last year the City passed Resolution 2013-21 to support the idea of accountability and sustainability for this program and allocated separate funding for this position. The current staffing has brought stability to both the ICSG and the SFROC. ICSG continues to slowly expand their services. In addition to running the winter shelter, they now offer lunch three times a week, their volunteers staff the showers, and free clothing operations. The SFROC services have also stabilized and offer mental health counseling, substance abuse counseling, health care, Veteran's services, legal aid and Judge Anne Yalman holds Homeless Court once a month, employment counseling, bus passes and lunches on Saturday and Sunday. This nonprofit rose to the challenge of coordinating a one-stop center but was still very concerned about raising the necessary funds. ICSG has only existed since 2010, and is still developing and evolving. The allocation of funds to assist with the City's objective to develop a one-stop has made the difference for this organization to have competent, compassionate staff. We anticipate more changes in the structure of how to run the ROC from a perspective of efficiency and effectiveness. There is no doubt that this group of 45 different faith groups who coordinate the efforts of 2,500 volunteers are dedicated to working through all obstacles to serve the destitute.

Background

The Human Services Committee (the "Committee") which is one of the City of Santa Fe's oldest standing committees, was formed by resolution to serve in an advisory capacity to the City Council concerning policy recommendations related to health and human services. The founding resolution stipulates that the committee shall make funding recommendations to the City Council from the General Fund to help underwrite a safety net of health and human services for local residents. These services include: basic food and shelter, medical services, counseling, substance abuse, violence prevention and intervention and other safety net services.

The Committee works cooperatively with the Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human services in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

Proposal Process

On February 28, 2014, RFP 14/24/P was issued through the Purchasing Office, with a receipt date of Monday, March 31, 2014. The Purchasing Office received 20 proposals for human services funding. The Youth and Family Services Staff held a Technical Assistance Training which was advertised in the RFP to assist with any clarification or questions on Friday, March 14, 2014 at the South Side Library.

The Human Services Committee and Youth and Family Services Division staff reviewed all proposals prior to provider hearings conducted over two days on April 18 and 19, 2014. The Human Services Committee and staff held hearings with all applicants. The Committee reviewed each request individually based on the following variables for currently funded agencies: scope of services; healthy lifestyles initiatives; proponent information presented during hearings; user data; cost data; sustainability plans, proposal contents (including required submittals); summaries of the annual site visits; and quarterly reporting activities. The Committee often requests to examine the Agency Budget, Staff Composition, and Organizational Chart.

The Committee, by way of this memorandum, officially submits its funding recommendations for human services as shown on Appendix A to the City Council for consideration and approval. Notification will be sent to each agency of the Committee's funding recommendation and the City Council approved funding level.

Funding Recommendations FY 14-15

Appendix A provides a brief summary of each agency's proposal to include data on the number of projected unduplicated clients to be served. The total number of clients to be served by the agencies under consideration for funding by the City of Santa Fe Human Services is approximately 137,886 individuals. The Committee is proposing to fund 18 organizations.

Appendix B is provided to outline human services funding requests this year and the previous three fiscal year's level of funding, and in the last column are the current recommendations from the Committee.

Action Recommended

Approval of Human Services Committee funding recommendations for FY 14-15. The funding for the Community Services Fund is in business unit 22763. The funding will come from 510400 for \$779,500 (grants and services) and 510300 for \$80,000 (professional services.)

c: file
Human Services Committee
Cal Probasco, Budget Director

Attachments: Appendix A – Chart w/Three Years Funding, Percent of Budget and Recommendations
Appendix B – Human Services Program Summary and Proposed Service
Professional Services Agreement contract form

City of Santa Fe 2014

	Human Services Provider	Funded 2011-12	Funded 2012-13	Funded 2013-14	Percent of Entire Budget	Recommended 2014-2015
1	Art Programs in Human Services	\$8,000.00	\$8,000.00	\$4,000.00	n/a	\$5,300.00
2	Casa Miliagro	\$35,000.00	\$40,000.00	\$40,000.00	12%	\$40,000.00
3	Catholic Charities of Santa Fe	\$25,000.00	\$25,000.00	\$25,000.00	7% of program	\$10,000.00
4	Children First Co-Parenting					\$0.00
5	Food Depot	\$55,000.00	\$55,000.00	\$55,000.00	2.0%	\$60,000.00
6	Food for Santa Fe	-\$16,500.00	-\$16,500.00	-\$16,500.00	3%	\$18,400.00
7	Interfaith Community Shelter Group	\$25,000.00	\$35,000.00	\$50,000.00	10%	\$60,000.00
8	Kitchen Angels	\$30,000.00	\$40,000.00	\$40,000.00	6%	\$40,000.00
9	La Familia Medical Center	\$110,787.00	\$115,312.00	\$120,412.00	1%	\$150,000.00
10	Life Link Santa Fe Clubhouse	\$5,000.00	\$5,000.00	\$10,000.00	10%	\$20,000.00
11	Literacy Volunteers	\$20,000.00	\$40,000.00	\$40,000.00	10%	\$55,000.00
12	NM Immigrant Law Center				7%	\$30,000.00
13	SF Community Services	n/a	n/a	\$20,000.00	36%	\$30,000.00
14	SF Farmer's Market Institute				2%	\$20,000.00
15	Solace Crisis Center	\$80,000.00	\$90,000.00	\$90,000.00	12%	\$90,800.00
16	Santa Fe Recovery Center	\$50,000.00	\$50,000.00	\$50,000.00	2%	\$60,000.00
17	Southwest CARE Center					\$0.00
18	St. Elizabeth's Homeless Shelter	\$83,000.00	\$85,000.00	\$90,000.00	6%	\$90,000.00
	Total:	\$510,287.00	\$571,812.00	\$617,912.00		\$779,500.00
19	Farm to Table Food Policy Council	\$10,000.00	\$10,000.00	\$10,000.00	3%	\$10,000.00
20	SF ROC - Interfaith			\$70,000.00	78%	\$70,000.00

APPENDIX B – Human Services Proposal Summaries

1. ART IN HUMAN SERVICES - \$5,300

Requests partial funding for organizations who provide performances that would not normally qualify under Human Services criteria. These organizations have applied to the Arts Commission and have a human service quality. They have difficulty obtaining funding from the Arts Commission because the audience they serve is so limited. This is a portion of our population that does not normally receive funding from these City sources. Several years ago the Human Services Committee allowed funding to go through the Arts Commission to support these services that greatly enhance the quality of life for frail seniors and persons living with Alzheimer's disease.

Outside In will provide at least 70 performances to persons in nursing homes and residential facilities. New Mexico Literary Arts will provide classic poetry readings and also conduct 30 workshops for nursing home residents to produce poetry.

2. CASA MILAGRO - \$40,000

Requests partial funding for personnel who provide services to residents of a 12-bed adult residential shelter care facility for seriously mentally ill persons who have not been able to live independently or in other group settings. The agency was recommended for continued funding to help underwrite the staffing of residential treatment services. Providing a stipend to have a Health and Wellness educator has made measurable improvements in the health of residents.

Client projected to be served: 12 residents will receive health and wellness education with 2,000 units of service, 12 residents who will receive 3,200 units of case management, 12 life skills training with 3,460 units of service, 12 residents with 5,750 units of service for housing supports and will be given psychosocial rehabilitation for 4,890 units of service, 12 residents receive vocational and educational opportunities coordinated with DVR, New Vistas, SF Guidance Center and other services for 2,780 units of service.

3. CATHOLIC CHARITIES - \$10,000

Requests partial funding for staffing of immigration legal assistance to low-income immigrants, students seeking DACA status and coordination of services for immigrant victims of domestic violence/sexual assault.

Clients projected to be served: 400 clients will receive 3,000 units of legalization services with an average of 7.5 hours of staff time per case.

4. FARM TO TABLE as the Fiscal Agent for County and City of Santa Fe Food Policy Council – \$10,000

Requests partial funding to support Coordinator position that researches food policies and programs, assists Council to implement the action plan, grant seeking, and developing educational materials/information for the Council and the public.

Refining policy recommendations and associated action items. A Food Plan for the Santa Fe Region will reflect these policy recommendations with a 2014 draft to be completed by October 2014 for presentations to the City Council and County commission.

Continue partnership with City and County procurement and local farmers to provide fresh food to the Senior Centers.

Education and Outreach subcommittee will provide information to policy makers and the public about the status of the region's food system and food security.

Work with City on initiatives around Resolution 2013-25 Genetically Engineered Product Labeling/Cultivation and other urban agriculture policies in the City of Santa Fe.

Land Use subcommittee to examine and develop approach for agricultural land exemptions.

5. FOOD DEPOT - \$60,000

Requests partial funding support for staff to operate the local food bank to act as the food resource for 103 community-based, non-profit member agencies, 62 in the Santa Fe area providing food programs serving working families, children and seniors. Food Depot coordinates and collaborates with Food for Santa Fe, an all volunteer program, to distribute bags of food each week.

Service projections: 3.8 million pounds of food will be distributed to 63 Santa Fe partner agencies that serve 280,000 clients this year. Provide 600 bags of food to individuals at the Food Depot per year to 400 walk in clients.

6. FOOD FOR SANTA FE - \$18,400

Requests funding support for food purchases of \$12,100 and assistance for rent payment to the Angel Depot of \$5,800. The Angel Depot allows this all-volunteer program to store the food, prepare food bags and distribute the food bags. Food for Santa Fe is a drive through food bank that distributes bags of food each week.

Service projections: 500,000 pounds of food will be distributed each week to 900 individuals for 46,800 bags of food a year. (Food for Santa Fe is not a new program. It was under the Food Depot as their fiscal agent for its operation until this year when it applied for funds separately.)

7. INTERFAITH COMMUNITY SHELTER GROUP - \$60,000

Requests partial funding support for costs of night staff members who are paid to supervise each night from 8:45pm to 8:00am for the winter months. The Shelter

Group's mission is to protect marginalized, homeless and at-risk individuals from hypothermia.

Service projections: Shelter for 1,000 persons with 12,000 bed nights, dinner and breakfast meals for 1,200 people with 27,120 meals. In addition the Shelter volunteers distribute about 6,800 clothing and hygienic supplies; showers are coordinated by volunteers three times a week for 2,800 showers; and an enrichment center works with 275 participants during the season to seek jobs, develop resumes and job skills.

8. **KITCHEN ANGELS - \$40,000**

Kitchen Angels seeks funding support to purchase food. This allows the delivery of therapeutic meals to low income, homebound, chronically ill, and persons recovering from surgery. They will also serve persons over 60 years of age with special dietary needs not met by the Senior Services Meals on Wheels or other programs.

Service projections: 60 new clients for an additional 5,920 meals over the year. The new clients are added to the approximately 337 persons, delivered 77,857 therapeutic meals. Additional food purchase to provide home delivery of fresh nutritionally-appropriate meals to homebound, chronically ill seniors with special dietary needs: approximately 60 new clients with half of those who are seniors.

9. **LA FAMILIA MEDICAL CENTER - \$150,000**

Requests partial funding for operation of the primary health and dental care center that serves very-low and low-income residents who are medically indigent or are uninsured. The funds will be used to support the salaries of a full time physician and a full time dentist. These services include pediatric, obstetrical and geriatric care, 24-hour emergency on-call coverage and inpatient care at St. Vincent's. LFMC also provides prenatal care, family planning, and case management with links to mental health counseling and other community resources.

Clients projected to be served: 10,000 users will receive 40,200 medical units of service and 4,500 clients will receive 9,000 units of dental services.

10. **LIFE LINK – Santa Fe Clubhouse Wellness Center - \$20,000**

Requests funds to pay partial salary of a Peer Support Specialist for the Santa Fe Clubhouse Wellness Center. The Life Link is a Community Mental Health Center that supports the Santa Fe Clubhouse Wellness Center. The Center is a place where individuals with mental illness can go to Monday through Friday to obtain job skills,

Clients projected to be served: 234 individuals with 8,090 units of services which are one-on-one support with individual needs. Life Skills Training in groups will have 206 participants with 3,200 units of service. Drop-in Wellness Center will serve 250 persons with socialization, use of computers, reading materials and families can also participate.

11. LITERACY VOLUNTEERS OF SANTA FE - \$55,000

Requests partial funding for Program Assistant and a Literacy Coordinator who coordinates the training of volunteer tutoring and mentoring services to Santa Fe residents who's functionally illiteracy or lack of English proficiency cause them to fall through the Human Services safety net. Literacy volunteers assist their students by helping them access community resources for their families and by improving their employability and earning power.

Clients projected to be served: 75 tutors will serve 75 students through the basic literacy tutoring, 10 tutors will serve 30 students through workplace tutoring, 10 tutors will serve 20 students through the Neighborhood tutoring, 50 tutors working with 185 students through community tutoring at locations like health clinics, churches and public schools, 10 tutors will provide citizenship tutoring to 50 students, computer-assisted learning continues where 5 tutors work with 40 students with basic literacy and ESL computer assisted instruction. This program will serve 400 students and coordinate and train 160 tutors this year.

12. NEW MEXICO IMMIGRANT LAW CENTER - \$30,000

Requests partial funding for an attorney to provide specialized legal assistance for persons seeking legal status who are victims of domestic violence and other crime victims who are at risk of deportation and legal services for undocumented workers who are victims of crimes in their workplace.

Clients projected to be served: 55 clients will receive 6,600 units of service for high-stakes, time sensitive legal matters which often requires representation in the immigration Court in El Paso, which may take several years to conclude.

13. SANTA FE COMMUNITY SERVICES - \$30,000

Requests partial funding for a staff member to provide case management for individuals who come to the ROC. This service is at the ROC five days a week and people generally make an appointment to receive counseling, harm reduction and assistance with applying for Social Security benefits.

Clients projected to be served: 624 clients will receive case management for 624 units of motivational enhancement therapy service; 192 individuals will receive counseling for 768 units of cognitive behavior therapy. Saturday lunch is a humanitarian effort to feed approximately 5,200 individuals. A relapse prevention therapy of acudetox is provided to 624 duplicated people. A harm reduction process of syringe exchange for 2,016 duplicated people.

14. SANTA FE FARMER'S MARKET INSTITUTE - \$30,000

Requests partial funding for double value match of EBT users up to \$20 per market day. This limit will make the resource serve the greatest number of people possible. Outreach will be done to educate the community about the cultural, nutritional and economic benefits of buying locally produced food and agricultural products.

Clients projected to be served: 500 EBT clients with a one to one match for use at the Farmer's Market per market day

15. SANTA FE RESOURCE AND OPPORTUNITY CENTER (fiscal agent is Interfaith Community Shelter Board) - \$70,000

Partial funding for salary of a full time administrator and part time assistant to manage the development and oversight of the operations of the building and the necessary array of day service providers. Collect statistical data and determine how to measure quality of services.

Board must provide a comprehensive Business Plan that will include plans for the sustainability of the functions and how to enhance the public standing of the one-stop.

Clients projected to be served: 900 clients will access mental health counseling with 1,800 units of service, 936 clients will receive medical and or dental services with 1,872 units of service, 900 clients will receive substance abuse prevention with 2,700 units of relapse prevention therapy, 1,000 clients will access showers, haircuts, bus passes, emergency use cell phones, art opportunities and other services coordinated from within the community. Monthly reports to the City of Santa Fe from the Board regarding the plan development and implementation with at least quarterly meetings with staff.

16. SANTA FE RECOVERY CENTER - \$60,000

Requests partial funding for salary of a Spanish-speaking mental health therapist to provide individual and group therapy. A acupuncture to outpatient and residential clients will be provided. Santa Fe Recovery Center will provide bilingual residential and outpatient alcohol and substance abuse treatment services.

Clients projected to be served: 85 clients for individual counseling with 1,020 units of services; group therapy for the 85 with 4,080 units of service; family therapy with 2,040 units of service. Acupuncture and Counseling for 150 clients with 600 units of service.

17. SOLACE CRISIS TREATMENT CENTER - \$90,800

Requests partial funding for Spanish-speaking therapist, clinical manager, family advocacy specialist and accounting manager and contractual services. Solace provides walk-in mental health assessments and treatment for PTSD, and other emotional trauma.

Clients projected to be served: 150 clients for Trauma Triage Assessments with 200 units of service, Outpatient Trauma Treatment Therapy with 90 clients for 630 units served, 100 parents and/or caregivers of children or elders with 400 units of service.

18. ST. ELIZABETH SHELTER - \$90,000

Requests partial funding for general operation of their emergency shelter for homeless adults and Casa Familia shelter for families with children. The agency provides emergency shelter, transitional and long-term housing, meals, case

management, life skills, employment assistance, other goods and services. Funds will be used for partial support of program staff including interns.

Clients projected to be served: 250 male clients will receive emergency shelter for 10,000 units of service; Casa Familia will serve 300 clients with 9,000 units of service, 500 will receive case management and counseling with 7,000 case management encounters, 2,000 clients will receive referrals and disbursements of assistance or goods and 200 clients will receive group and individual life skill training sessions with 1,000 units of service; 600 persons will receive meals with over 40,000 units of service.

REQUEST FOR PROPOSALS ONLY
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 _____ (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City as described in the attached Exhibit "A".

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 _____ dollars (\$_____), plus or inclusive of applicable gross receipts taxes and which is also described in Exhibit "B" attached hereto.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on _____ unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 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, therefore 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, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. 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 Agreement.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. AMENDMENT

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

19. 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.

20. 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.

21. 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.

22. REPORTING REQUIREMENTS

The Contractor shall provide the City with a written quarterly report and supporting documents at the end of each calendar quarter with reporting on the goals met as set forth in Exhibit "C" attached hereto and incorporated herein. Failure to meet these goals and/or noncompliance with this provision may result in termination pursuant to Article 6 of this Agreement.

23. 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:

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

CITY MANAGER
or
MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL,
CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 2/7/14

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

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 Human Services funding

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$859,500.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: 20 contractors to provide safety net services

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

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

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# 14/24/P Date: March 31, 2014

RFQ [] Date:

Sole Source [] Date:

Other

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

7 Funding Source: Human Services 2% GRT BU/Line Item: 22763-510400 & 510300

8 Any out-of-the ordinary or unusual issues or concerns:
See Memo
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Terrie Rodriguez
Phone # -6603

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: