

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

ISSUE:

21. Request for Approval of Funding Recommendations from Human Services Committee for Nineteen (19) Human Services Providers for Fiscal Year 2015/2016 (RFP #15/33/P). (Terrie Rodriguez)

FINANCE COMMITTEE ACTION:

Approved as Discussion Item.

FUNDING SOURCE: 22763.510400.510300

SPECIAL CONDITIONS OR AMENDMENTS

Withdraw \$10,000 from Catholic Charities and allocate to Interfaith Community Shelter and during the year look to fund from Human Services emergency fund.

STAFF FOLLOW-UP:

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

4-13-15

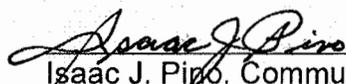
City of Santa Fe, New Mexico

memo

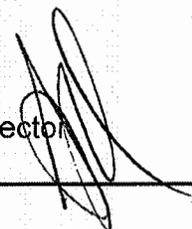
Date: May 15, 2015

To: Finance Committee and City Council
Brian K. Snyder, City Manager
Oscar S. Rodriguez, Finance Director

From:



Isaac J. Piro, 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) 2015-2016.

In July of 2013, the Division staff implemented the Results Based Accountability (RBA) process, as developed by Mark Friedman, with the Children and Youth funding process. Over the last three meetings of the Human Services Committee, we have gone through the process to consolidate and revise goals, determine strategies, identify key indicators and locate the sources of long-term data collections to be used for this funding cycle. We chose RBA because we wanted to use data that is reliable and accessible. RBA is about producing measurable improvements at the community level and the program level. (See Appendix A for Human Services Goals, Strategies and Indicators) In addition, the County of Santa Fe and CHRISTUS St. Vincent are using community indicators to determine what programs will receive their funding that have the best chance of creating a community impact. The Human Services Committee has worked to ensure as best as possible, that the community goals are the same or complement each other.

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) Deferred Action and Community Integration Collaborative with Partners in Education Foundation serving as the fiscal agent was not recommended for funding. This group consisting of Santa Fe Public Schools Adelante Program, Somos Un Pueblo Unido, and Catholic Charities of Northern New Mexico, are collaborating to provide legal services to low-income immigrant families to obtain the three-year work permits and relief from deportation under President Obama's impending Deferred Action for Parents of US Citizens and legal Permanent Residents (DAPA) program. The collaborative requested \$45,000 to assist with 225 clients for attorney, legal assistant, and administrative costs. The Committee appreciated the intent of this collaboration but determined that the uncertainty of the legal system that is holding up the DAPA implementation meant that these funds could be held out of the community for the entire year.

(8.) The Interfaith Community Shelter Group (ICS) was approved by Resolution 2013-21 to receive an additional \$180,000 over the last three years. The allocations of these funds were to assist with the City's objective to develop a one-stop and have made the difference for this organization to have competent, compassionate staff. City staff completed a review of the organization that included three meetings with neighbors and the board in response to Resolution 2014-98 this February. The organization is requesting a large increase to provide shelter to women through the summer months and to provide lunches five days a week and to have staff to open the building on weekends for the lunch service. However, the Committee is recommending that City of Santa Fe funding be allocated to the winter services. The Executive Director has obtained Federal funding for the first time and is receiving other grant funds. We anticipate more changes in the structure of how to run the services from a perspective of respect for the neighbors, efficiency and effectiveness. This organization serves an essential function for the City of Santa Fe.

(10.) La Familia has typically been funded to underwrite the operations of a physician and a dentist. However, with the instituting of the Affordable Health Care Act, the Committee met with the Executive Director and a Board Member to express our concern that we could not provide the City's funding without ensuring that services were being paid for by other sources especially with the Medicaid expansion. The number of patients who do not have some sort of insurance dropped from 70% to 40%. Although this is still a large percentage we asked La Familia to come to the City with a program that could be measured with the results based accountability process and funding sources tracked.

(19.) 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. The organization reported that many of their new clients are lacking other basic needs and included a request for funds to meet some of these needs. The Committee reviewed the funding options the organization has to meet medical needs and is recommending the flexible funding from the City to assist with wrap around services to their high need clients.

(21.) 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.

Background

The Human Services Committee (Committee) which is one of the City of Santa Fe's oldest standing committees, was formed by resolution in 1986 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 March 27, 2015, RFP 15/33/P was issued through the Purchasing Office, with a receipt date of Monday, April 27, 2015. The Purchasing Office received 21 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 Monday, April 13, 2015 in the Round House conference room at the Market Station offices.

The Human Services Committee and Youth and Family Services Division staff reviewed all proposals prior to provider hearings conducted over two days on May 4 and 5, 2015. The Human Services Committee and staff held hearings with all applicants. The Committee reviewed each request individually based on the following variables: proposed scope of services; mission and need; community coordination; program evaluation and outcome measures; supporting research for the program methods; proponent information presented during hearings; proposal contents (including required submittals); Board membership; and quarterly reporting activities. The Committee often requests to examine the Agency Budget, Staff Composition, and Organizational Chart which are required to be submitted.

The Committee, by way of this memorandum, officially submits its funding recommendations for human services as shown on Appendix B 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 is the new Program Priorities for FY 2015-16 with the Human Services Goals, Strategies and Indicators.

Appendix B provides a summary of each agency's proposal to include data on the number of projected unduplicated clients to be served. This information is the basis for the City of Santa Fe's Professional Services Agreement. 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 305,813 individuals which includes fool allocations. The Committee is proposing to fund 20 organizations.

Appendix C is provided to outline human services funding requests this year and the previous three fiscal year's level of funding. The last column has the current recommendations from the Committee.

Action Recommended

Approval of Human Services Committee funding recommendations for FY 15-16. 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 \$10,000 (professional services.)

c: file
Human Services Committee
Cal Probasco, Budget Director

Attachments: Appendix A – Human Services Goals, Strategies and Indicators
Appendix B – Human Services Program Summary and Proposed Service
Appendix B – Chart w/Three Years Funding, Request Amounts, and Recommendations

APPENDIX A

Program Priorities for Fiscal Year 2015-2016

| Priorities | Strategies for Desired Results | Population Indicators |
|---|--|---|
| <p>Adult Health and Behavioral Health: Where everyone in our community will have access to health and behavioral health regardless of ability to pay.</p> | <p>People will have better outcomes because of :</p> <ul style="list-style-type: none"> ▪ Increased access to culturally relevant health care ▪ Increased/Integrated access to culturally relevant behavioral health care ▪ Increased access to care for under-insured ▪ Support system to address pregnancy ▪ Increased access to specialty care for seniors | <p>How do we know people are better off:</p> <ul style="list-style-type: none"> ▪ Decrease in chronic diseases (diabetes, heart disease) ▪ Reduce in Emergency Dept visits for behavioral health issues ▪ Decrease in suicide rates ▪ Reduce incarceration for persons with behavioral health needs ▪ Percent of women accessing pre-natal care |
| <p>Community Safety: Where everyone in our community is safe, housed, and stable.</p> | <p>People will have the support system to address a crisis and stabilize their life by:</p> <ul style="list-style-type: none"> ▪ Increased/coordinated access to appropriate housing services ▪ Not abusing substances ▪ Living in a safe environment ▪ Less family violence ▪ Mobile crisis response to address mental health needs that is coordinated between City Fire Dept, Police Dept. and SF County | <p>How do we know people are better off:</p> <ul style="list-style-type: none"> ▪ Increase in people accessing transitional and permanent housing ▪ People do not die from exposure ▪ Reduced mortality and morbidity rates associated with drug and alcohol abuse ▪ Increased screening and counseling for domestic violence and sexual assaults ▪ Percentage of stabilization of mental health crisis without incident |

| Priorities | Strategies for Desired Results | Population Indicators |
|---|--|---|
| <p>Social Justice: Where all people are recognized with respect, dignity, and equality.</p> | <p>People will have the same opportunities and protections as the rest of society by:</p> <ul style="list-style-type: none"> ▪ Increasing bilingual, gender diverse, culturally relevant and age appropriate services ▪ Reduce disparities in access to quality health care among people who have systemically experienced barriers to meeting health needs ▪ Working and earning a living wage | <p>How do we know people are better off:</p> <ul style="list-style-type: none"> ▪ Increase in people identifying a medical home ▪ A series of education campaigns with information regarding behavioral health, immigrant and LGBTQ community ▪ Reduction of hate crimes ▪ Veteran service providers have procedures for coordinated referrals ▪ Reduction in family poverty statistics as indicated by children living in poverty |
| <p>Quality of Life: Where all people have healthy options in their environment.</p> | <p>People will choose health behaviors and we see adults who are:</p> <ul style="list-style-type: none"> ▪ Exercising, healthy weight ▪ Access to trails, parks and recreational facilities ▪ Planned pregnancies ▪ Increased/coordinated access to healthy food | <p>How do we know people are better off:</p> <ul style="list-style-type: none"> ▪ Increase in adult physical activity ▪ Reduced obesity among adults ▪ Increase in first trimester prenatal care ▪ Reduction in food insecurity |

APPENDIX B – Human Services Proposal Summaries

ART IN HUMAN SERVICES - \$5,000

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.

New Mexico Literary Arts will provide classic poetry readings and also conduct 24 workshops for nursing home residents to produce poetry.

CASA MILAGRO - \$30,000

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 who will receive 2,780 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.

CATHOLIC CHARITIES - \$10,000

Requests partial funding for staffing of immigration legal assistance to low-income immigrants, students seeking DACA status called the Center for Immigration and Citizenship Legal Assistance.

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.

ESPERANZA SHELTER FOR BATTERED FAMILIES - \$40,000

A domestic violence shelter that provides counseling, case management, advocacy and other support services through both residential and non-residential programs.

Providing residential care to 260 clients with 155 children for 6,225 units of service; intake and assessment of 495 clients, 125 offenders, and 177 children for 797 units of service; individual counseling for 850 clients for 3,400 units; court advocacy for 280 individuals.

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.

Monitor and Evaluation of the Food Plan: create formal monitoring and evaluation tool that uses a community-based model to track progress and understand challenges to competing the goals of the Food Plan. Continue partnership with City and County procurement and local farmers. 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. Statewide and National policy: Continue participating in a statewide initiative to coordinate local, state, and national policies and food policy councils focused on increasing access to nutritious, affordable local foods.

FOOD DEPOT - \$55,000

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, 63 in the Santa Fe area providing food programs serving working families, children and seniors.

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.

FEEDING SANTA FE (Formerly 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 \$6,300. 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. (Feeding Santa Fe is not a new program. It was under the Food Depot as their fiscal agent for its operation until last year when it applied for funds separately.)

INTERFAITH COMMUNITY SHELTER GROUP - \$100,000

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 16,000 bed nights, dinner and breakfast meals for 1,200 people with 48,000 meals. In addition the Shelter volunteers distribute about 40,000 items clothing and hygienic supplies; showers are coordinated by volunteers three times a week for 3,200 showers; and an enrichment center works with 275 participants during the season to seek jobs, develop resumes and job skills.

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 5,500 meals over the year. The new clients are added to the approximately 380 persons, delivered 84,416 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.

LA FAMILIA MEDICAL CENTER - \$140,000

Requests partial funding to support its Diabetes and Obesity Prevention Program to provide community and home-based primary and secondary preventive services aimed at families at risk and at high-risk of diabetes. Many of these services are uncompensated by patient revenue, either because patients are uninsured or because services like home visits and community health worker support are not reimbursed by insurance.

Clients projected to be served: 400 clients will receive 1,000 units of diabetes education from a Certified diabetes Educator, 100 clients will receive 100 unites of pre-natal nutrition counseling, 300 clients will receive 600 unitts of service of a Certified Health Worker to teach blood glucose monitoring, 200 clients will receive 400 units of nutrition counseling from a registered nutritionist, 500 clients will receive screening for diabetes at health fairs, and 100 clients will be refered to CENA and Mo-Gro programs to receive low-cost healthy food baskets and low cost access to community center for physical activity.

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

Requests funds to pay partial salary of a Peer Support Specialists 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: 269 individuals with 8,900 units of services which are one-on-one support with individual needs. Life Skills Training in groups will have 200 participants with 1,300 units of service. Drop-in Wellness Center will serve 125 persons with 500 units of socialization, use of computers, reading materials and families can also participate. Job placement for 25 placements of vocational assessment profile, job search, applications, resume writing, interviews and placements.

LITERACY VOLUNTEERS OF SANTA FE - \$60,000

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. The five tutor trainings next year will provide dual tutor training sessions to train tutors in both basic literacy and ESL to be able to serve more students.

Clients projected to be served: 75 tutors will serve 100 students through the basic literacy tutoring, 15 tutors will serve 50 students through workplace tutoring, 10 tutors will serve 20 students through the Neighborhood tutoring, 50 tutors working with 150 students through community tutoring at locations like health clinics, churches and public schools, 15 tutors will provide citizenship tutoring to 60 students, computer-assisted learning continues where 5 tutors work with 20 students with basic literacy and ESL computer assisted instruction. This program will serve 400 students and coordinate and train 170 tutors this year.

NEW MEXICO IMMIGRANT LAW CENTER - \$25,000

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.

SANTA FE COMMUNITY SERVICES - \$20,000

Requests partial funding for a staff member to provide case management for individuals who come to the ROC. This service is at the ICS 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: 291 clients will receive case management for 582 units of motivational enhancement therapy service; 406 individuals will receive counseling for 812 units of cognitive behavior therapy. Saturday lunch is a humanitarian effort to feed approximately 4,550 individuals. A relapse prevention therapy of acudetox is provided to 363 duplicated people. A harm reduction process of syringe exchange for 924 duplicated people.

SANTA FE FARMER'S MARKET INSTITUTE - \$15,000

Last year the fund was used for double value match of EBT users up to \$20 per market day, however this year funding has been allocated by the Legislature. The funding will be used for staff costs associated with organizing, promoting and implementing this expanded program.

Clients projected to be served: 1,000 EBT clients with a one to one match for use at the Farmer's Market per market day

SANTA FE RECOVERY CENTER - \$60,000

Requests partial funding for salary of a Spanish-speaking mental health therapist to provide individual and group therapy. 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.

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: 200 clients for Trauma Triage Assessments with 200 units of service, Outpatient Trauma Treatment Therapy with 125 clients for 875 units served, 100 parents and/or caregivers of children or elders with 500 units of service.

SOMOS UN PUEBLO UNIDO - \$10,000

Providing direct legal representation and expand community education about worker's rights for people who are victims of wage theft and other workplace violations.

Legal assistance to 20 low-wage workers for 300 units of service filing wage, discrimination, health and safety complaints, conduct know your rights workshops to 300 people through 20 workshops, organize wage theft clinics for 50 people through 2 workshops to learn about wage and hour protections and file claims.

SOUTHWEST CARE CENTER - \$15,000

Southwest CARE Center provides health care and behavioral health care and because of the recent expansion of Medicaid is allowing lower income person's access. The funding will be to pay for transportation vouchers, food cards, and emergency utility and housing

assistance and other wrap around services for those not eligible for other community programs.

Services other than primary and behavioral health care for clients to access services through transportation vouchers, obtain food with food cards and other wrap around services for 160 unduplicated clients.

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 45,000 units of service.

APPENDIX C

City of Santa Fe
2015-2016

| | Human Services Provider | Funded 2012-13 | Funded 2013-14 | Funded 2014-15 | Requested Amount 2015-16 | Recommended 2015-2016 |
|----|--------------------------------------|---------------------|---------------------|---------------------|--------------------------|-----------------------|
| 1 | Art Programs in Human Services | \$8,000.00 | \$4,000.00 | \$0.00 | \$12,000 | \$5,000.00 |
| 2 | Casa Milagro | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$50,000 | \$30,000.00 |
| 3 | Catholic Charities of Santa Fe | \$25,000.00 | \$25,000.00 | \$10,000.00 | \$30,000 | \$10,000.00 |
| 4 | DACA Collaboration | | | | \$45,000 | \$0.00 |
| 5 | Esperanza Shelter | \$80,000.00 | | | \$85,000 | \$40,000.00 |
| 6 | Food Depot | \$55,000.00 | \$55,000.00 | \$60,000.00 | \$60,000 | \$55,000.00 |
| 7 | Feeding Santa Fe (Food for Santa Fe) | -\$16,500.00 | -\$16,500.00 | \$18,400.00 | \$18,900 | \$18,400.00 |
| 8 | Interfaith Community Shelter Group | \$35,000.00 | \$50,000.00 | \$130,000.00 | \$247,954 | \$100,000.00 |
| 9 | Kitchen Angels | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000 | \$40,000.00 |
| 10 | La Familia Medical Center | \$115,312.00 | \$120,412.00 | \$150,000.00 | \$150,111 | \$140,000.00 |
| 11 | Life Link Santa Fe Clubhouse | \$5,000.00 | \$10,000.00 | \$20,000.00 | \$30,000 | \$20,000.00 |
| 12 | Literacy Volunteers | \$40,000.00 | \$40,000.00 | \$55,000.00 | \$60,000 | \$60,000.00 |
| 13 | NIM Immigrant Law Center | | | \$30,000.00 | \$68,531 | \$25,000.00 |
| 14 | SF Community Services | n/a | \$20,000.00 | \$30,000.00 | \$35,000 | \$20,000.00 |
| 15 | SF Farmer's Market Institute | | | \$20,000.00 | \$30,000 | \$15,000.00 |
| 16 | Santa Fe Recovery Center | \$50,000.00 | \$50,000.00 | \$60,000.00 | \$65,000 | \$60,000.00 |
| 17 | Solace Crisis Cetner | \$90,000.00 | \$90,000.00 | \$90,800.00 | \$96,260 | \$90,800.00 |
| 18 | Somos Un Pueblo Unido | | | | \$20,000 | \$10,000.00 |
| 19 | Southwest CARE Center | | \$0.00 | | \$100,000 | \$15,000.00 |
| 20 | St. Elizabeth's Homeless Shelter | \$85,000.00 | \$90,000.00 | \$90,000.00 | \$150,000 | \$90,000.00 |
| | Total: | \$651,812.00 | \$617,912.00 | \$844,200.00 | \$ 1,393,756.00 | \$844,200.00 |
| 21 | Farm to Table Food Policy Council | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$25,000 | \$10,000.00 |

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 Exhibit "A" attached hereto and incorporated herein.

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. On the first Friday of the month, the Contractor shall submit the City's reimbursement request form with the required supporting documentation (as determined by the City) for the previous month for services rendered. Within thirty work days of receipt of the invoice and supporting documentation, the City, if accepted, shall pay to the Contractor the invoiced amount for services rendered, total invoiced sum not to

exceed _____ dollars (\$00,000.00), inclusive of all applicable and accepted taxes and also as described in Exhibit "B" attached hereto and incorporated herein.

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 June 30, 2016 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. If required, the 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. If required, the 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.

D. The Contractor shall maintain general liability insurance, which names the City of Santa Fe as co-insured.

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 item #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:
Community Services Department
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES,
MAYOR

NAME AND TITLE

DATE: _____

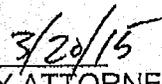
DATE: _____

CRS#
City of Santa Fe Business
Registration #

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

22763-510400
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 VARIOUS - SEE ATTACHED MEMO

3 Complete information requested Plus GRT

Original Contract Amount: \$779,500 (total for 19 contracts) Inclusive of GRT
 Termination Date: 06/30/2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: HUMAN SERVICE PROVIDERS ALLOCATIONS 2015/16

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# 15133/P Date: 04/27/15
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other _____

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

7 Funding Source: GRT 270 BU/Line Item: 22763.510400
510300

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: A. 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: