

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICE AGREEMENT
ITEM#19-0761**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 17, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Veterans Alliance. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation services and outreach to assist homeless, at-risk, and precariously housed veterans. As well as to assist veterans with material goods and services like food and shelter, health, and related crisis services that are available to our residents.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of \$30,000.00 for FY 22 and FY 23, so that Article 3, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed sixty-thousand dollars (\$60,000).

3) The City shall pay to the Contractor in full payment for services

satisfactorily performed pursuant to the Scope of Work at the rate of three hundred dollars (\$300.00) per unduplicated veteran navigated under a category 2 services delivery model for up to 38 person in FY22, and a rate of twenty-five dollars (\$25.00) per unduplicated veteran navigated under a category 1 service delivery model for up to 144 persons up for a total of fifteen thousand (\$15,000.00). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$15,000.00) in FY22.**

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred dollars (\$300.00) per unduplicated veteran navigated under a category 2 services delivery model for up to 38 person in FY23, and a rate of twenty-five dollars (\$25.00) per unduplicated veteran navigated under a category 1 service delivery model for up to 144 persons up for a total of fifteen thousand (\$15,000.00). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$15,000.00) in FY23.**

- B. Payment in FY20, FY21, FY22 and FY23 is subject to availability of funds pursuant to the Appropriations Paragraph set for below and any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City and the VAB. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered (Invoices received after such date WILL NOT BE PAID.)

2. TERM:

This Agreement shall be effective when signed by the City and shall terminate on June 30th 2023

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (May 18, 2021 14:22 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: May 18, 2021

CONTRACTOR:

Santa Fe Veterans Alliance

NAME

Treasurer
TITLE

DATE: 4/16/21

CRS# EXEMPT

Registration # BUS-00233-2019

ATTEST:

Kristine Mihelcic

KRISTINE BUSTONS-MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 1, 2021 13:04 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Acting Finance Director
Alexis Lotero, Acting Finance Director (May 5, 2021 11:29 MDT)

MARY MCCOY, FINANCE DIRECTOR

22605.510310 AJH
Business Unit Line Item

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Navigation Services

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

IT IS AGREED BETWEEN THE PARTIES:

1. Definitions.

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

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

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

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2. Scope of Work.

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

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

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

A. The Contractor shall perform the following work:

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

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

B. Performance Measures.

Contractor shall substantially perform the following:

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

C. Deliverables:

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

2. Compensation.

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

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

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

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

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

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

3. **Term.**

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

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

10. Release.

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

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the

performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between

the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

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

Employers liability: \$100,000.

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

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

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

22. Records and Financial Audit.

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

23. Indemnification.

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

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort

Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

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

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

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

28. Authority.

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

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

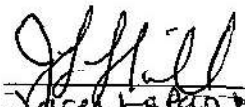
Grantees shall submit Monthly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Monthly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT or Special Projects Administrator no later than the 10th of the month. If the 10th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

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

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

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

CITY OF SANTA FE:


David LaFreniere
Interim City Manager

DATE: 7/17/19

CONTRACTOR:
SF VETERANS ALLIANCE


NAME: Elizabeth Martin
TITLE: Coordinator

DATE: 8/30/19


SEC/TREASURER
9/4/19

CRS# EXEMPT
REGISTRATION# BUS-000233-2019

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR

22605.510310