

**VOLUNTEER STATION AGREEMENT**

This Volunteer Station Agreement ("Agreement") is made and entered into by and between Presbyterian Medical Services (PMS) (the "Volunteer Station") and the City of Santa Fe (the "Sponsor"). The date of this Volunteer Station Agreement shall be the date when it is executed by the Sponsor.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

A. The Parties agree to abide by the attached basic provisions, which become part of this Agreement. The Sponsor representative who will serve as liaison with the Volunteer Station is Anya Alarid DSS Program Manager; Foster Grandparent Program; 1121 Alto Street; Santa Fe, NM 87501; telephone number (505) 955-4744.

B. The Volunteer Station supervisor who will serve as liaison with the Sponsor and will be directly responsible for volunteer orientation and supervision is the respective school's principal and assigned teacher. Ms. Lucia Trujillo, Administrator, 1409 Second Street, Santa Fe, NM 87505; telephone number (505) 820-1604; is designated as the Volunteer Station Representative.

C. All Volunteers placed with the Volunteer Station by the Sponsor pursuant to this Agreement shall be required to abide by the Volunteer Station's policies and procedures, including procedures related to orientation, training and background checks for all Volunteers providing services for or on behalf of Volunteer Station.

D. Nothing herein shall be construed to create an employment relationship between the Volunteer Station and any Volunteer performing services hereunder. Sponsor acknowledges and agrees that any volunteer performing services hereunder shall not be entitled to any compensation, insurance, or benefits from the Volunteer Station, including without limitation, unemployment benefits and workers compensation.

E. Sponsor agrees that Volunteer Station may remove immediately from any Volunteer Station site or program any Volunteer who, in the sole judgment of Volunteer Station, presents a risk of harm or injury to himself/herself or any staff member, volunteer, student, family member or client of Volunteer Station.

## **I. BASIC PROVISIONS**

A. The Sponsor will:

(1) Place approximately eight Foster Grandparents to serve approximately 24 children with special or exceptional needs for a period of 20-30 hours per week with approval of the FGP Project Director in accordance with FGP guidelines.

(2) Recruit, interview, enroll and refer volunteers in the project.

(3) Provide periodic orientation to Volunteer Stations.

(4) Refer volunteers to the Volunteer Station for individual assignment.

(5) Furnish adequate accident and liability insurance coverage as required by FGP project guidelines.

(6) Retain full responsibility for the management and fiscal control of the project.

(7) Arrange for the transportation of all FGP volunteers to and from the Volunteer Station.

(8) Arrange physical examinations for all Foster Grandparents, initially prior to assignment, and annually thereafter.

(9) Within the limits of available resources and project policy, insure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.

(10) Specify activities to be performed by the volunteers under the direction of the Volunteer Station in cooperation with the FGP project guidelines as well as Sponsor's staff.

(11) Provide in-service training for volunteers at least once a month for four hours.

(12) Ensure a written Agreement is signed authorizing service by the Foster Grandparent and specifying volunteer activities to be performed.

(13) In cooperation with the project Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.

**B. The Volunteer Station will:**

(1) Designate a coordinator to serve as liaison with the project.

(2) Provide supervision of volunteers while on site. The Volunteer Station will ensure the volunteers are not left unattended.

(3) Provide Foster Grandparents with assignments that utilize their skills and training.

(4) Assist Sponsor in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.

(5) Have the right to request the Sponsor to reassign volunteer.

(6) Provide for adequate health and safety protection of volunteers.

(7) Collect and validate appropriate volunteer reports for submission to the Sponsor.

(8) In consultation with the Sponsor, make investigations and reports regarding accidents and injuries involving volunteers.

(9) Obtain a written Letter of Agreement prior to assignment of Foster Grandparents in homes of children served, specifying volunteer activities to be performed. This Letter of Agreement will be signed by the Volunteer Station and the child's legal representative(s).

(10) Provide cash/in-kind contribution(s) in support of the project such as meals provided at the various Volunteer Stations.

(11) Presbyterian Medical Services (PMS) will make available a noon meal, five (5) days per week to participants of the City of Santa Fe Foster Grandparent Program during the term of this Agreement as in-kind services in lieu of cash reimbursement due to budget restraints thereby creating inter-generational activities both in the classroom and during lunch time.

## **II. TERM AND EFFECTIVE DATE**

This Agreement is effective when signed by the Sponsor and will terminate on June 30, 2024, unless soon pursuant to Article III below.

## **III. TERMINATION**

This Agreement may be terminated by the Sponsor upon 10 days written notice to the Volunteer Station.

The Volunteer Station shall render a final report of the services performed up to the date of termination and shall turn over to the Sponsor original copies of all work product, research or papers prepared under this Agreement.

## **IV. INDEMNIFICATION**

The Volunteer Station shall indemnify, hold harmless and defend the Sponsor from all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, action or demand whatsoever arising from the Volunteer Station performance under this Agreement as well

as the performance of the Volunteer Station's employees, agents, representatives and subcontractors, including payments to all attorneys' fees and costs.

#### **V. NEW MEXICO TORT CLAIMS ACT**

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, Section 41-4-1, et Seq. NMSA 1978, as amended. The Sponsor 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 limitations of liability pursuant to law. No provision in this AGREEMENT modifies or waves any provision of the New Mexico Tort Claim Act.

#### **VI. RECORD AND AUDIT**

The Volunteer Station 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 by the Sponsor, the Department of Finance and Administration, and the State Auditor. The Sponsor shall have the right to audit the billing both before and after payment.

#### **VII. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Volunteer Station 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 Volunteer Station agrees that the laws of the State of 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.

#### **VIII. NON-DISCRIMINATION**

During the term of this Agreement, the Volunteer Station shall not discriminate against any employees or applicant for an employment position to be used in the performance of services by the Volunteer Station 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.

#### **IX. AMENDMENT**

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

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

CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

DATE: Sep 29, 2021

ATTEST:



Kristine Mihelcic (Oct 3, 2021 11:56 MDT)

KRISTINE BUSTOS-MIHELICIC, CITY CLERK   
GB MTG 08/25/2021

VOLUNTEER STATION:  
PRESBYTERIAN MEDICAL SERVICES

By: 

Title: CEO & President

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jul 12, 2021 14:00 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

**Volunteer Placement**

1. Under the direction of the Foster Grandparent Program (FGP) staff and the assigned Volunteer Station Supervisor, the volunteer will carry out the following duties, providing service to children in circumstances identified as limiting their academic, social, or emotional development in addition to the traditional children with special or exceptional needs.

A. Foster Grandparent assignments shall provide for Foster Grandparents to give direct services to one or more eligible children that:

B. Individuals served by Foster Grandparents must be children with special or exceptional needs.

C. Foster Grandparent must serve from 15 to 40 hours per week.

D. Assignments and activities should serve the dual purpose of providing a high quality experience that will enrich the lives of the volunteers and meet critical community needs, providing specific outcomes for the children served.

E. Foster Grandparents may assist small groups when, by doing so, they can continue to directly serve the needs of their assigned children.

**Foster Grandparent Activities**

1. Tutor/mentor between 3 to 5 teacher-identified children with special needs. Duties shall be agreed upon in the Child Care Plan.

2. Offer emotional support to child victims of abuse and neglect by providing love, encouragement and mentoring on a one-to-one basis.

3. Tutor children with low literacy skills.

4. Provide extra care and attention to children who have special or exceptional needs in order to improve their physical, mental, emotional and social development so they may grow to reach their maximum potential and become as independent as possible.

5. Serve children in school, day care, Head Starts, community programs and institutional programs.