

Item# **23-0131**
Munis Contract# 3202820

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM # 21-0408**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 11, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and **UNITED WAY OF NORTH CENTRAL NEW MEXICO, formerly doing business as UNITED WAY OF CENTRAL NEW MEXICO** (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 211 call center services to the Santa Fe Area.

B. Pursuant to Article 13 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. NAME CHANGE

The Contractor, UNITED WAY OF CENTRAL NEW MEXICO is now known as UNITED WAY OF NORTH CENTRAL NEW MEXICO.

2. 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:



ALAN WEBBER, MAYOR

DATE: Apr 2, 2023

CONTRACTOR:

United Way of North Central New Mexico



Rodney Prunty (Feb 24, 2023 12:15 MST)

NAME

President & CEO

TITLE

DATE: 2/24/2023

CRS# 01-898868-00-7

Registration # 230339

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 

GB MTG 03/29/2023

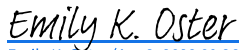
CITY ATTORNEY'S OFFICE:



Marcos Martinez (Feb 20, 2023 15:31 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Apr 2, 2023 09:26 MDT)

EMILY OSTER, FINANCE DIRECTOR

1001001.510310 AH

Org. Name/Org.#



City of Santa Fe, New Mexico

Memorandum



DATE: February 24, 2023

TO: Alan Webber, Mayor and City Council

VIA: Emily Oster, Finance Department Director
JoAnn Lovato, Acting Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO
Julie Sanchez, Youth and Family Services Division Director JJS

FROM: Christa Hernandez, Youth and Family Services Program Manager *Christa Hernandez*

ITEM AND ISSUE:

Request for the approval of amendment no. 1 to contract no. 3202820 in the Total Amount of \$252,478.00 for 2-1-1 navigation services; to name change from United Way of Central New Mexico to United Way of North Central New Mexico; (Christa Hernandez, Youth and Family Service Program Manager, chernandez@santafenm.gov, 505-955-6728).

No change to contract amount.

BACKGROUND AND SUMMARY:

The City of Santa Fe and Santa Fe County formalized a partnership for CONNECT on November 10th, 2020, through City MOU #20-0629 (SFC Agreement No. 2020-0239-CSD/MM). CONNECT is a network of navigators at clinics, community service organizations and city and county programs which link people to the services and resources they need to address Social Determinants of Health. Social Determinants of Health (SDOH) are conditions in the places where people live, learn, work, and play that affect a wide range of health and quality-of-life risks and outcomes. Both the City and County recognize the need to address SDOH that impact health outcomes for residents and do so by building a robust and responsive navigation network.

United Way of North Central New Mexico currently serves as the 211 information, helpline and call center in Santa Fe County. Individuals who call 211 are connected with a bilingual 211 CONNECT Coordinator who responds to the incoming phone calls, provides requested information and makes referrals to CONNECT partner organizations, when appropriate. The partnership between CONNECT and United Way of Central New Mexico has promoted seamless service access and delivery within the City and County.

To formalize their commitment to continuing to provide services in Santa Fe County, United Way of Central New Mexico has officially changed their name to United Way of North Central New Mexico. This name change reflects the expansion of their service area into Northern New Mexico area.

PROCUREMENT METHOD:

On May 5, 2021, a sole source determination was granted. The Contract was fully executed on August 22, 2021.

CONTRACT NUMBER:

The FY20 Munis contract number is 3202820.

The contract will end June 30th, 2025.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Comm Svs Admin/Fund 100

Munis Org Name/Number: Comm Svs Admin/1001001

Munis Object Name/Number: Grants and Services/510310

ACTION REQUESTED:

The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

Signature: 

Email: jjsanchez@ci.santa-fe.nm.us

Signature: 
Kyra Ochoa (Mar 2, 2023 13:00 MST)

Email: krochoa@ci.santa-fe.nm.us



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: United Way of North Central New Mexico

Procurement Title: Amendment No. 1 to Contract # 3202820

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Community Health & Safety Staff Name Melissa Perea

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Melissa Perea

Contracts Administrator 03/03/2023

Department Rep Printed Name (attesting that all information included)

Title

Date

Contracts Supervisor Mar 6, 2023

Purchasing Officer (attesting that all information is reviewed)

Title

Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202820

Contractor: United Way of North Central New Mexico

Description: Request for approval of Amendment No. 1 to Contract # 3202820 to name change from United Way of Central New Mexico to United Way of North Central New Mexico

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: 08/16/2021 Term End Date: 06/30/2025

☐ Approved by Council Date: _____

Contract / Lease: Contract # 3202820

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: Name change from United Way of Central NM to United Way of North Central NM

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Professional Service Contract # 3202820 - Item #21-0408

3. Procurement History: _____

Andy Hopkins Mar 6, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: no monetary/term affected

4. Funding Source: Comm Svs Admim/Fund 100 **Org / Object: 1001001-510310**

Andy Hopkins Mar 3, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Melissa Perea Phone # (505) 955-6826

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: UNITED WAY OF NORTH CENTRAL
NEW MEXICO
DBA: UNITED WAY OF NORTH
CENTRAL NEW MEXICO

Business Location: 2340 ALAMO AVE NE
ALBUQUERQUE, NM 87106

CRS Number: 01898868007

Owner: UNITED WAY OF NORTH CENTRAL NEW MEXICO

License Number: 230339

Issued Date: October 06, 2022

Expiration Date: October 06, 2023

Description: NON-PROFIT

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

UNITED WAY OF NORTH CENTRAL NEW MEXICO
2340 ALAMO AVE NE 200
ALBUQUERQUE, NM 87106

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



UNITWAY-13

BGRANADOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776

HUB International Insurance Services (SOW)
6565 Americas Parkway Suite 720
Albuquerque, NM 87110

CONTACT

NAME:

PHONE
(A/C, No, Ext): (505) 828-4000FAX
(A/C, No): (866) 487-3972E-MAIL
ADDRESS: cathy.specian@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great American Insurance Company - Canada

INSURER B: Great American Insurance Company

16691

INSURER C: New Mexico Assurance Company

13673

INSURER D:

INSURER E:

INSURER F:

INSURED

United Way of North Central New Mexico
2340 Alamo Ave SE
Ste 100 and 200
Albuquerque, NM 87106

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PAC053509909	8/26/2022	8/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:					
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAP053510008	8/26/2022	8/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB053510110	8/26/2022	8/26/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	96511106	8/26/2022	8/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**United Way of North
Central New Mexico**

www.UWNCNM.org

2340 Alamo Ave. SE, 2nd Floor
Albuquerque, NM 87106
Phone (505) 247-3671
Fax (505) 242-3576

Helping others since 1934

**Top Corporate
Cornerstone
Companies**

VISTA LEVEL
(\$175,000 - \$274,999)

Presbyterian HealthPlan

PIÑON LEVEL
(\$100,000 - \$174,999)

Lovelace Health System
PNM
Sandia National Laboratories

MESA LEVEL
(\$50,000 - \$99,999)

Bank of Albuquerque
Bank of America
BlueCross BlueShield of NM
New Mexico Gas Company

Company list as of 06/08/2022

These companies represent the
highest levels of Cornerstone
support to United Way of North
Central New Mexico.

Our Cornerstone Partners
generously donate funds to
support the mission of
UWNCNM: To bring people and
resources together to
measurably improve lives and
strengthen
our communities.

Thank you!

www.UWNCNM.org

LIVE UNITED.

February 3, 2023

**City of Santa Fe
Youth and Family Services
Contract #21-0408
Attn: Julie Sanchez, Division Director**

This letter serves as a formal notice that United Way of Central New Mexico is now legally United Way of North Central New Mexico.

We continue to operate as a 501(c)(3) entity; our federal IRS EIN 85-0277138, and NM CRS 01-898868-00-7 remain the same. We have not changed our mailing or physical address.

Attached are copies of the amendment to the Articles of Incorporation and proof of filing with the New Mexico Secretary of State's office.

As such, we are requesting that contract #21-0408, with the City of Santa Fe be amended to reflect United Way of Central New Mexico's new name, United Way of North Central New Mexico.

Many thanks for your partnership with United Way of North Central New Mexico.

Sincerely,

**President & CEO
United Way of North Central New Mexico**

Type or Print Legibly
\$20 Filing Fee



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

Nonprofit Corporation
Articles of Amendment

Pursuant to the provisions of the New Mexico Nonprofit Corporation Act the undersigned corporation adopts the following Articles of Amendment for the purpose of amending its Articles of Incorporation:

Article One: *The business ID number, name, and DBA name(s) of the corporation as currently registered and :
1038751, United Way of Central New Mexico

Email Address: _____ Phone Number: _____

Article Two: *The Articles of Incorporation are amended as follows: (please reference the article number from your original Articles of Incorporation being amended along with the amended information)
See Attached

Article Three: *Select the applicable statement, and complete accordingly

☐

The amendment was adopted by a meeting of members on the following date: _____

OR

☒

The amendment was adopted by a meeting of the board of directors on the following date: July 18, 2022

OR

☐

The amendment was adopted by written consent of all members entitled to vote thereon.

*Executed Date: July 18, 2022

Future Effective Date (optional): _____

Must be signed by two officers:

Rodney Prunty

Digitally signed by Rodney Prunty
Date: 2022.09.01 09:57:28 -0600

*Signatures of Officers

Rodney Prunty, President & CEO

Lisa Kruger, Secretary & Treasurer

*Printed Names and Titles

325 DON GASPAR, SUITE 300 | SANTA FE, NEW MEXICO 87501
PHONE: (505) 827-3600 or (800) 477-3632 | FAX: (505) 827-8081
WWW.SOS.STATE.NM.US

RECEIVED SEP 09 2022

**United Way
of Central New Mexico**



2340 Alamo Ave. SE, 2 Floor
Albuquerque, NM 87106
Phone: (505) 747-3673
Fax: (505) 242-1526

Office of the New Mexico Secretary of State
Filing Number: 0002276765
Filed On: 9/9/2022
Total Number of Pages: 2 of 2

www.unwcnm.org
LIVE UNITED.
HELPING OTHERS SINCE 1934

UNITED WAY OF CENTRAL NEW MEXICO

ARTICLES OF AMENDMENT

July 18, 2022

Article One shall be amended to state the following: The name of the company as currently registered is United Way of North Central New Mexico ("Company") and the Company's business ID number is 1038751.

RECEIVED SEP 09 2022



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Certificate of Amendment

OF

United Way of North Central New Mexico

1038751

New Mexico

The Office of the Secretary of State certifies that the Articles of Amendment, duly signed and verified pursuant to the provisions of the

Nonprofit Corporation Act

53-8-1 to 53-8-99 NMSA 1978

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate of Amendment and attaches hereto a duplicate of the Articles of Amendment.

Dated: **September 9, 2022**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

**Maggie Toulouse Oliver
Secretary of State**

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **UNITED WAY OF CENTRAL NEW MEXICO (UWCNM)**, 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. Scope of Work.

- A. The Contractor shall provide 2-1-1 call center services to serve the Santa Fe area, and offer the following:
- 1) Hire, onboard, train and supervise a CONNECT 2-1-1 Coordinator at 0.75 FTE (32 hours per week, including salary, benefits, taxes and fees) to field live calls maintaining the database, data reporting, and community outreach (including volunteer recruitment, training, and management); a preferred qualification is bilingual, English and Spanish.
 - 2) The performance of all agents who staff the live phone line are consistently monitored for the quality of interactions and referrals; agents will be given feedback on their performance, and if needed coaching and guidance on how to improve.
 - 3) Calls are regularly monitored for metrics such as wait time, call completion, average call time, etc., to determine whether improvement is needed.
 - 4) Call and website volume and referral data are reported correctly and monitored for accuracy, and staff are given timely guidance and feedback to address issues or concerns.
 - 5) Call metrics will be used to inform future staffing and hours for call center operations.
 - 6) Callers who might benefit from warm hand-offs are transferred to appropriate resources such as CONNECT.
 - 7) Provide resource data base, hardware, telephony and internet capabilities.
 - 8) Use the Unite Us on-line referral management platform.
 - 9) The coordinator will do all of the following depending on the caller's level of need: 1) provide callers with resources 2) assist with enrolling in CONNECT using the on-line self-referral portal; 3) screen for unmet social determinants of health (SDOH) using the CONNECT networks screening and evaluation tools; and 4) enroll and refer using Unite Us to link callers to resources and services.
 - 10) Attend meetings with City staff and community stakeholders, as needed.

Deliverables.

- A. 2-1-1- Call Center staffed at 32 hours per week.

- B. Agent is available to respond to calls between the hours of 8:30 am to 4:30 pm Monday through Friday.
- C. Coordinator is trained to use the Unite Us on-line referral management system to screen for unmet social determinant of health needs using a screening tool determined by the City, make referrals, and/or assist callers to self-refer into CONNECT.
- D. After hours and on weekends, calls are addressed by UWCNM's call center's automated Interactive Voice Response (IVR) system. Voicemails are responded to by a live agent the next business day.
- E. Reports on call volume, wait time, call completion, average call time, resources provided, SDOH screens and referrals made in the Unite Us platform and other agreed upon metrics are submitted with invoices on a quarterly basis.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon DELIVERABLES, such compensation is not to (\$252,478.00) including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$252,478.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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 (\$70,021.00) including gross receipts tax in (FY22).

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 (\$60,819.00) including gross receipts tax in (FY23).

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 (\$60,819.00) including gross receipts tax in (FY24).

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 (\$60,819.00) including gross receipts tax in (FY25).

B. Payment 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. All invoices MUST BE received by the City no later than thirty (30) 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 30, 2025 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. 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.

10. Confidentiality.

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

11. 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.

12. 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.

13. 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.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. 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.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, 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. 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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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, jsanchez@santafenm.gov Youth and Family Services Division, Po Box 909, Santa Fe NM 87504,].

To the Contractor: [UNITED WAY OF CENTRAL NEW MEXICO, 2340 Alamo Ave SE Ste. 200, Albuquerque, NM 87106 Rodney.Pruntv@uwcnm.org].

27. 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.

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:

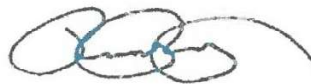


ALAN WEBBER, MAYOR

DATE: Aug 15, 2021

CONTRACTOR:

United Way of Central New Mexico



NAME

President & CEO

TITLE

DATE: 7/7/21

CRS#

Registration# 230339

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 16, 2021 18:35 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK 
GB MTG 08/11/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 6, 2021 11:44 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

1001001.510310 AJH
Org. Name/Org# AJH