



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** February 14<sup>th</sup>, 2024

**TO:** John Blair, City Manager JB  
JB

**VIA:** Emily Oster, Finance Director  
Travis Dutton-Leyda, Chief Procurement Officer  
Maria Sanchez-Tucker, Community Services Director MT  
MT

**FROM:** Julie Sanchez, Youth and Family Services Division Director jjs

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### ITEM AND ISSUE:

Request for Approval of a Professional Service Agreement in the Total Amount of \$49,000.00 for the Veteran Navigator to provide navigation services to homeless and precariously housed veterans in Santa Fe. (Julie Sanchez, Youth and Family Services Division Director, [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov); 505-955-6673)

### BACKGROUND AND SUMMARY:

The Mayor's Veterans Advisory Board (VAB) was established in 2015 to address matters affecting local veterans in the City of Santa Fe and propose solutions for the needs of local veterans and advise the governing body on strategies and solutions on such matters. One of the ongoing strategies to prevent and intervene in veteran homelessness is the Veteran Navigator Program and Veteran Assistance Fund.

The Veteran Navigator is focused on housing veterans and their families or keeping them stably housed in their current housing situation. To assist with housing and housing stability, the Veterans Assistance Fund works to alleviate not only housing crises, but also the impact of catastrophic and unforeseen circumstances on local veterans' well-being, safety, and self-sufficiency.

The requested funding will continue the navigation services to help veterans remain housed or find appropriate housing.

### PROCUREMENT METHOD:

Small Purchase (3 Quotes)  
Agreement expires June 30<sup>th</sup>, 2024

### CONTRACT NUMBER:

The FY24 Munis contract number is 3204426.

### PROJECT LEDGER:

NA

### FUNDING SOURCE:

The funding source is:

**Fund Name/Number:** Veterans Fund/240

**Munis Org Name/Number:** Veterans Programs/2400121

**Munis Object Name/Number:** Service Contracts/510310 (\$20,000), Grants and Services/510400 (\$29,000)

### ACTION REQUESTED:

The Community Health and Safety Department respectfully requests your review and approval.

**Signature:** *Maria Tucker*

**Email:** [metucker@santafenm.gov](mailto:metucker@santafenm.gov)

# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Santa Fe Veterans Alliance

**Procurement/contract Title:** Veterans Alliance

**Procurement Method/Vehicle:** ☐ Sole Source ☐ State Price Agreement/Existing ☐

Cooperative ☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98

☒ Small Purchase (Contract Under \$60,000) ☐ Other: \_\_\_\_\_

**Requesting Department:** Community Services

**Staff Name:** Julie Sanchez

## Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

## REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**Written Determination (srvs)**

**RFP - Confidential info to be provided to GB by CPD Buyer**

**ITB (include bid tab)**

**Other:** \_\_\_\_\_

**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s, page, and items to be purchased)**

**Horizon Declination or Screenshot of [horizonsofnewmexico.org/services.html](http://horizonsofnewmexico.org/services.html) (srvs)**

**Summary of Contract (only on contracts)**

**Current Santa Fe Business Registration (or Exemption if no tax)**

**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**

**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**

**Evaluation Committee Report (RFPs only)**

**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**

**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**

YES	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Quote(s) (3 Valid & Current for Over 20k)**

**BAR**

**FIR**

**Certificate of Insurance (srvs)**

Justin Gonzales

Department Point of Contact

Maria Sanchez-Tucker

Department Director

*JoAnn Lovato Montano*

Chief Procurement Officer

ITT Representative

Contracts Administrator

Title

2/16/2024

Date

2/16/2024

Date

Feb 16, 2024

Date

Title

Date



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204426 Procurement # (RFP/ITB# If any):

Contractor: Santa Fe Veterans Alliance

Procurement Method/Vehicle: Small Purchase ☒ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title:

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 2/26/2024 Term End Date: 6/30/2024 Total Contract Amount: \$49,000.00

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB)

Contract / Lease: Contract

1.b Amendment #:  to the Original Contract/Lease #

Increase/(Decrease) Amount \$:

Extend Expiration Date to:

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date:

Amendment is for:

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

N/A

### 3. Procurement History: Small Purchase Under \$60,000.00

JorAnn Levato Montano

Feb 16, 2024

Purchasing Officer Review:

Date:

Comment & Exceptions: Quotes solicited. (See Vendors justifications for the No Bids per Procurement Manual section IX.C)

### 4. Funding Source: Veterans Fund

Org / Object: 2400121/510310 510400

Andy Hopkins  
Andy Hopkins (Feb 16, 2024 14:40 MST)

2/16/2024

Budget Officer Approval:

Date:

Comment & Exceptions:

### 5. Grant History (if applicable):

Grants Administrator Approval:  Date

Staff Contact who Completed This Form: Justin Gonzales

Phone #: 505-955-6752

To be recorded by City Clerk:

Email: jmgonzales@santafenm.gov

Clerk #:

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date

Item #: 24-0111

Munis Contract #: 3204426  
SWPA/GSA/Coop/RFP/ITB#: NA

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT 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.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-125 and

**WHEREAS**, the CPO has determined that is contract qualifies as a “small purchase” under the procurement code, NMSA 1978, section 13-1-125.

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services-for the City:

**A. VETERAN NAVIGATOR PROGRAM**

- a. Participate and track meetings with other local navigators and veteran organizations;
- b. Complete and submit to the City monthly required documentation including reports and invoices for reimbursement from the Veterans Assistance Fund;
- c. Provide and track outreach services;
- d. Utilize the city’s care coordination system (CONNECT) to receive referrals;
- e. Enter data into homelessness management systems;
- f. Assist veterans to obtain basic material goods and necessities;
- g. Have the ability to screen veterans for veteran status;
- h. Collaborate with local service providers.

**B. VETERANS ASSISTANCE FUND**

- a. Administer assistance funds according to the approved procedure and eligibility requirements.
- b. Provide the City with invoices for reimbursement.

## **2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to navigation services for homeless and precariously housed veterans and administrator of the veterans assistance fund to keep veterans and their families stable and prevent them from entering homelessness for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

## **3. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed per deliverables as accounted for in the invoicing and documentation submitted to the city, such compensation not to exceed (\$20,000.00 for Navigation services AND \$29,000.00 for the Veteran Assistance Funds), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling ZERO DOLLARS (\$0) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed FOURTY NINE THOUSAND DOLLARS (\$49,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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. Payment in future fiscal years 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 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.)

D. 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.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

#### **4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2024** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

#### **5. Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. **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.**

## **6. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing construction 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 Contract. 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.

## **8. Assignment**

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

## **9. Subcontracting**

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

## **10. Release**

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

## **11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.



B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

#### **15. 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.

#### **16. Merger**

This Contract 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 contract.

#### **17. Small Purchase**

All terms and conditions of the small purchase including attached Exhibit A and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

#### **18. Penalties for violation of law**

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

#### **19. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

#### **20. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, 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 NMSA 1978, section 38-3-2. By execution of this Contract, 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 Contract.

#### **21. 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 Contract may be terminated by the City.

#### **22. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

#### **23. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 a 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. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

#### **24. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

#### **25. 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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.

#### **26. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

#### **27. Invalid Term or Condition**

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

#### **28. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

#### **29. Notices**

Any notice required to be given to either party by this Contract 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:  
Daniel Lopez, Jr. RAS, Equity and ADA Manager  
PO Box 909  
Santa Fe, NM 87501  
[dxlopez@santafenm.gov](mailto:dxlopez@santafenm.gov)

To the Contractor:  
Santa Fe Veterans Alliance  
Elizabeth Martin, Coordinator  
223 N. Guadalupe, Suite 707  
Santa Fe, NM, 87501  
[Max4martin@yahoo.com](mailto:Max4martin@yahoo.com)

### **30. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

### **31. Non-Collusion**

In signing this Agreement, the Contractor certifies the 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's Chief Procurement Officer.

### **32. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

### **33. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

### **34. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond

the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:  
Santa Fe Veterans Alliance

John Blair  
John Blair (Feb 20, 2024 14:25 MST)  
JOHN BLAIR, CITY MANAGER

DATE: Feb 20, 2024

Elizabeth Martin  
Elizabeth Martin (Feb 14, 2024 14:35 MST)  
ELIZABETH MARTIN, COORDINATOR

DATE: Feb 14, 2024  
CRS#: \_\_\_\_\_  
Registration #: BUS-000233-2019

ATTEST:

Geralyn Cardenas  
Geralyn Cardenas (Feb 21, 2024 09:58 MST)  
GERALYN CARDENAS, INTERIM CITY CLERK  
XIV

CITY ATTORNEY'S OFFICE:

Rebecca Mnuik-Hermann  
REBECCA MNUK-HERMANN, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Feb 19, 2024 18:07 MST)  
FINANCE DIRECTOR

# EXHIBIT A

## **PROPOSAL AND BID FOR PROFESSIONAL SERVICES FOR NAVIGATION SERVICES FOR PRECARIOUSLY HOUSED AND HOMELESS VETERANS RESIDING WITHIN SANTA FE COUNTY AND FOR ADMINISTERING THE VETERANS ADVISORY BOARD FUND UNDER THE SUPERVISION OF THE VETERANS ADVISORY BOARD LIAISON**

Date: August 30, 2023

Service Provider: Santa Fe Veterans Alliance

Contact Information:

223 N. Guadalupe, Suite 707

Santa Fe, NM 87501

(505) 376-7208

[max4martin@yahoo.com](mailto:max4martin@yahoo.com)

Elizabeth Martin, Coordinator

The Santa Fe Veterans Alliance (SFVA) is a nonprofit 501c3, located in Santa Fe, New Mexico. We have a 7 member Board representative of the Veterans and Santa Fe community and a Coordinator. We have been in existence since 2018 for the purpose of fundraising to directly assist Veterans with emergency needs such as housing, utilities, vehicle repairs, transportation, and other needs. We have an MOU with the City of Santa Fe. Four years ago, we began contracting with the Veterans Advisory Board, through the City of Santa Fe Youth and Family Services Division, to provide Navigation services and direct services to Veterans. Our contract expired in June of 2023.

The SFVA is a member of the CONNECT program and receives referrals through the system for Veterans in need. We have provided assistance to Veterans, outreach, monthly reports and invoices for reimbursement to the City, regularly use the CONNECT system, screen Veterans for Veteran status and collaborate with local services providers. We have worked with the Veterans Advisory Board to obtain reimbursement through their Assistance Fund and are aware of the criteria. As part of this proposal we will enter data into the homelessness management system as required by the scope of work.

The SFVA is registered in the MUNIS system as a vendor. We have, as part of our previous contract, invoiced the City of Santa Fe for services through the MUNIS system and have provided reports that include the Veterans served, the age of the Veteran, household population, specific need category and referrals for each Veteran on a monthly basis.

We collaborate with community providers on a regular basis to provide assistance to Veterans through the CONNECT system and directly. Our partners include: State of New Mexico Veterans Affairs Office, City of Santa Fe, Santa Fe County, the VA Social Worker, Goodwill, Lifelink, local churches, Food Depot, Kitchen Angels, Pete's Place, St. Elizabeth's, other shelters, VA Clinic, the VET Center, Santa Fe Community College, PNM, City of Santa Fe Water Department, Healthcare for the Homeless, various landlords in Santa Fe County, VFW, American Legion, MOAA, and many others.

In the last fiscal year, the SFVA assisted through the Navigation process, over 200 Veterans, provided extended services to over 25 Veterans, housed 18 Veterans who were homeless or precariously housed and prevented 14 Veterans from becoming homeless. We have a current Business License with the City of Santa Fe and liability insurance with a certificate naming the City of Santa Fe for up to \$1 million.

With this proposal and bid we would like to continue our work in Navigation referrals and direct assistance to Veterans and will administer the Veterans advisory Board Fund with the supervision of the Veterans Advisory Board Liaison. The administration of the Veterans Advisory Board Fund will be at no additional fee. Our fees for Navigation and assistance are outlined below:

These fees are on a reimbursable basis monthly.

Calls/Referrals per call	\$25 each
Extended Services per case	\$350.00
Fee to Administer the Veterans Advisory Board Fund	-0-

We are asking for \$20,000 for providing Veteran Navigation Services and \$29,000 from the VAB fund to provide direct assistance to Veterans in Santa Fe. We estimate that it will take \$29,000, at a maximum of \$2,000 per Veteran, to assist Veterans in Santa Fe with emergency and housing services.



Thank you for your consideration of our proposal.

Elizabeth Martin  
(505) 376-7208  
max4martin@yahoo.com



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

## BUSINESS REGISTRATION

**Business Name:** SANTA FE VETERANS ALLIANCE

**Business Location:** HIGHWAY 84/285 PD 1618  
MENDENALES, NM 87548

**Owner:** SANTA FE VETERANS ALLIANCE

**License Number:** BUS-0002333-2019

**Issued Date:** September 06, 2023

**Expiration Date:** September 06, 2024

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

SANTA FE VETERANS ALLIANCE  
PO BOX 321  
MENDENALES, NM 87548

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**



## CERTIFICATE OF LIABILITY INSURANCE

DATE  
11/18/23

**PRODUCER**  
NUTMEG INSURANCE AGENCY INC/PHS  
02029878  
The Hartford Business Service Center  
3600 Wiseman Blvd.  
San Antonio, TX 78251

**CONTACT NAME:** Alex Miranda  
**PHONE:** (866)467-8730

**INSURED**  
Santa Fe Veterans Alliance  
223 N. Guadalupe St. Ste 707  
Santa Fe, New Mexico 87501

**ADDITIONAL INSURED**  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, New Mexico 87501

**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.

TYPE OF INSURANCE	POLICY NUMBER AND EFFECTIVE DATES	LIMITS
General Liability	04 SBM AR4906 10/15/23 - 10/15/24	Each Occurrence \$500,000 General Aggregate \$1,000,000
Professional Liability	02 SBM AM6858	\$100,000

### CERTIFICATE HOLDER

### CANCELLATION

Santa Fe Veterans Alliance  
223 N. Guadalupe St. Ste 707  
Santa Fe, New Mexico 87501

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

**ADDITIONAL INSURED**  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, New Mexico 87501

The Hartford 43 (203423)

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# 24-0111 Santa Fe Veterans Alliance

Final Audit Report

2024-02-21

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