



City of Santa Fe, New Mexico

Memorandum



DATE: February 2, 2024

TO: Mayor Alan M. Webber and City Council
Finance and Quality of Life Committee

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

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

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Professional Service Agreement 23-0563 to extend the term to June 30, 2025 the Total Amount of \$255,000 for operations of Santa Fe Suites under the fiscal sponsor Community Solutions will not change. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov; 505-955-6673)

BACKGROUND AND SUMMARY:

Santa Fe Suites is a recent motel conversion with 82 dedicated units to low income and formerly homeless individuals. St. Elizabeth Shelter operates the site and provides direct services to the tenants of the Santa Fe Suites to ensure that they remain stably housed. Onsite services include case management, counseling, and care coordination. Additionally, the Santa Fe Suites is owned by Community Solutions, the agency who leads the Built for Zero movement which the City joined in 2018.

The Youth and Family Services Division has been working closely with the Office of Affordable Housing to support and fund organizations who work closely with Santa Fe's unhoused population, understanding that solutions to homelessness are multipronged. The Office of Affordable Housing issued a Request for Applications (RFA) for Community Development Block Grant (CDBG) funds to be used to benefit low- and moderate-income residents, including but not limited to, persons who are homeless, persons who have disability, the elderly and other special needs groups.

CDBG funds are administered in accordance with specific federal regulations and eligible activities include Housing Activities, Real Property, Public Facilities and Public Improvements, Public Service Activities and Other Types of Assistance. Regulations of this type of funding frequently leave gaps in funding for the actual services required for such activities to be successful. As such, the Youth and Family Services Division has agreed to supplement awarded CDBG funding to allow Santa Fe Suites to continue to provide high-quality direct services to their residents.

The requested funding will continue the direct services to help tenants succeed in permanent housing.

PROCUREMENT METHOD:

The procurement method is RFA# 23/38/R
Agreement expires June 30th, 2025

This is a one-time allocation and will not be available for future Requests for Applications

CONTRACT NUMBER:

The FY24 Munis contract number is 3204242

PROJECT LEDGER:

NA

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Fund 240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Other Consulting/510340

ACTION REQUESTED:

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

Signature: *Maria Tucker*

Email: metucker@santafenm.gov



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: 3204242 Procurement # (RFP/ITB# If any): _____

Contractor: Santa Fe Suites

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

Description/Title: Community Solutions

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: When Signed Term End Date: 6/30/2025 Total Contract Amount: \$255,000

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

Contract / Lease: Amendment

1.b Amendment #: 1 to the Original Contract/Lease # 23-0563

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: 6/30/2025

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

Amendment is for: Term Extension

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

Original contract Santa Fe Suites is a recent motel conversion with 82 dedicated units to low income and formerly homeless individuals. St Elizabeth Shelter operates the site and provides direct services to the tenants of the Santa Fe Suites to ensure that they remain stably housed. Onsite services include case management, counseling, and care coordination.

3. Procurement History: RFA# 23/38/R

Jordan Lovato Montano

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Human Services Org / Object: 2400122/510340

Andy Hopkins

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: *[Signature]* 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 _____

Munis Contract#3204242

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
CONTRACT BETWEEN CITY OF SANTA FE AND COMMUNITY SOLUTIONS DBA
VINCENT'S LEGACY LLC
FOR CASE MANAGEMENT AND SUPPORTIVE SERVICES AT SANTA FE SUITES
ITEM# 23-0563**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 13, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and Community Solutions DBA Vincent's Legacy LLC. (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 case management and support services staffing for the residents of the Santa Fe Suites property.

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. TERM.

Article 3, under "Term" of the Agreement is amended to add the following language, so that Article 3, "Term," reads in its entirety as follows:

A. Term. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL

APPROVED BY THE CITY. This agreement shall terminate on June 30th, 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 professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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:

CONTRACTOR:
COMMUNITY SOLUTIONS DBA
Vincent's Legacy LLC

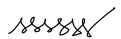

Alan Webber (May 9, 2024 11:26 MDT)
ALAN M. WEBBER, MAYOR


ELLIE KENDALL, STRATEGIC
PARTNERSHIPS PROJECT MANAGER

DATE: May 9, 2024

DATE: 2/15/2024
CRS# 03-539318-00-1
Registration# 232194

ATTEST:


GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 05/08/2024 *XIV*

CITY ATTORNEY'S OFFICE:


ASSISTANT CITY ATTORNEY

Feb 29, 2024

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

2400122.510340

Org. Name/Org.#

AJH

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Community Solutions DBA Vincent’s Legacy LLC**, 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.); and

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

WHEREAS, the Contractor does hereby accept its designation as an affordable housing provider which provides 82 dedicated units to low-income and individuals exiting homelessness rendering services related to maintaining housing and accessing resources for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of one year as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work.**

The Contractor shall provide the following services for the City:

A. Provide case management and supportive services staffing for the Santa Fe Suites, hereto referred as the Property, as follows:

- 1) On-site staff must be directly involved in the daily operation of the funded programs/activities, such as case management, medical support, wellness and mental health services, work placement, and other related social services at the Property;
- 2) Time sheets are required and the number of hours in the payroll must match the time sheets.

B. Fund direct services expenses, including, but not limited to:

- 1) Grocery store gift cards, transportation costs (such as bus passes), and food for tenants

- whom have formerly experienced homelessness;
- 2) Staff capacity building activities, such as trainings and conferences;
- 3) Other reasonable costs may be submitted for approval to the City as required by conditions at the Property.
- C. Report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.
- D. Become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report to the designated data lead as assigned by the City of unduplicated, de-identified individuals and families who exit the program to literal homelessness (Homeless Category 1) and commit to quality improvement practices.

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

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon services provided as outlined in the Scope of Work such compensation is not to exceed (\$255,000.00), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$255,000.00). 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.**

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 30th, 2024 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 NMSA 1978, sec. 38-3-2 . 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 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. 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:
Youth and Family Services Division
Brittany Rodriguez, Program Manager
PO Box 909
Santa Fe, New Mexico, 87504-0909

To the Contractor:
Community Solutions DBA Vincent's Legacy LLC
60 Broad Street, Suite 2412
New York, NY 10004

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.

28. Merger.

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

29. 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.

30. 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.

31. 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.

32. 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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

DATE: *Aug*

CONTRACTOR:
COMMUNITY SOLUTIONS DBA Vincent's
Legacy LLC



Ellie Kendall
Strategic Partnerships Project Manager

DATE: 7/17/2023
CRS# 03539318001
Registration # 232194

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV
GB MTG 09/13/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Aug 1, 2023 16:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Sep 20, 2023 12:28 MDT)

EMILY OSTER, FINANCE DIRECTOR
2400122/510340

Org. Name/Org#. *AH*
AH



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

BUSINESS REGISTRATION

Business Name: VINCENT'S LEGACY LLC
DBA: VINCENT'S LEGACY LLC

Business Location: 3007 S ST FRANCIS DR
SANTA FE, NM 87505

Owner: VINCENT'S LEGACY LLC

License Number: 232194

Issued Date: April 05, 2023

Expiration Date: April 05, 2024

CRS Number: 03539318001

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

VINCENT'S LEGACY LLC
PO BOX 3524 CHURCH STREET STATION
NEW YORK, NY 10008

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



City of Santa Fe, New Mexico

Memorandum



DATE: August 02, 2023

TO: Mayor Alan M. Webber and City Council
Finance and Quality of Life Committee

VIA: Emily Oster, Finance Director ^{EKO}
Travis Dutton-Leyda, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director ^{KO}
Julie Sanchez, Youth and Family Services Division Director ^{js}

FROM: Brittany Rodriguez, Youth and Family Services Program Manager ^{BR}

ITEM AND ISSUE:

Request for Approval of a Professional Service Agreement in the Total Amount of \$255,000 for operations of Santa Fe Suites under the fiscal sponsor Community Solutions for one year. (Brittany Rodriguez, Youth and Family Services Program Manager, bcrodriguez@santafenm.gov; 505-955-6913)

BACKGROUND AND SUMMARY:

Santa Fe Suites is a recent motel conversion with 82 dedicated units to low income and formerly homeless individuals. St. Elizabeth Shelter operates the site and provides direct services to the tenants of the Santa Fe Suites to ensure that they remain stably housed. Onsite services include case management, counseling, and care coordination. Additionally, the Santa Fe Suites is owned by Community Solutions, the agency who leads the Built for Zero movement which the City joined in 2018.

The Youth and Family Services Division has been working closely with the Office of Affordable Housing to support and fund organizations who work closely with Santa Fe’s unhoused population, understanding that solutions to homelessness are multipronged. The Office of Affordable Housing issued a Request for Applications (RFA) for Community Development Block Grant (CDBG) funds to be used to benefit low- and moderate-income residents, including but not limited to, persons who are homeless, persons who have disability, the elderly and other special needs groups.

CDBG funds are administered in accordance with specific federal regulations and eligible activities include Housing Activities, Real Property, Public Facilities and Public Improvements, Public Service Activities and Other Types of Assistance. Regulations of this type of funding frequently leave gaps in funding for the actual services required for such activities to be successful. As such, the Youth and Family Services Division has agreed to supplement awarded CDBG funding to allow Santa Fe Suites to continue to provide high-quality direct services to their residents.

The requested funding will continue the direct services to help tenants succeed in permanent housing.

PROCUREMENT METHOD:

The procurement method is RFA# 23/38/R
Agreement expires June 30th, 2024
This is a one-time allocation and will not be available for future Requests for Applications

CONTRACT NUMBER:

The FY24 Munis contract number is 3204242

PROJECT LEDGER:

NA

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Fund 240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Other Consulting/510340

ACTION REQUESTED:

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

Signature: *Emily K. Oster*

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

Signature: 
Kyra Crochoa (Jun 17, 2023 13:32 MDT)

Email: krochoa@santafenm.gov

Signature: *Travis Dutton-Leyda*

Email: tkduttonleyda@santafenm.gov

Signature: 
Julie Sanchez (Jun 20, 2023 08:28 MDT)

Email: jjsanchez@santafenm.gov



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Community Solutions DBA Vincent's Legacy LLC

Procurement Title: RFA #23-38-R

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

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

Melissa Perea Contracts Administrator 08/02/2023

Department Rep Printed Name (attesting that all information included) Title Date

Jordan Lovato Montano Contracts Supervisor Aug 17, 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 # 3204242

Contractor: Community Solutions DBA Vincent's Legacy LLC

Description: Santa Fe Suites is a recent motel conversion with 82 dedicated units to low income and formerly homeless individuals.

Contract Agreement Lease / Rent Amendment

Term Start Date: when signed Term End Date: 06/30/2024

Approved by Council Date: _____

Contract / Lease: FY24 Professional Service Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** RFA #23-38-R

Jordan Lovato Montano

Aug 17, 2023

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Original agreement secured via RFA

4. **Funding Source:** Youth and Family / Human Services **Org / Object:** 2400122/510340

Andy Hopkins

Aug 16, 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: _____

ITT Representative (attesting that all information is reviewed)

Title

Date











23-0563 Community Solutions DBA Vincent's Legacy LLC

Final Audit Report

2023-09-20

Created:	2023-09-14
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9DIRgVQOf5EOJdJYnC1osqZtPK73Dr_z

"23-0563 Community Solutions DBA Vincent's Legacy LLC" History

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-  Document emailed to ekoster@santafenm.gov for signature
2023-09-14 - 4:24:03 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-09-18 - 2:21:30 AM GMT- IP address: 174.218.19.218
-  Email viewed by ekoster@santafenm.gov
2023-09-20 - 6:26:00 PM GMT- IP address: 104.47.64.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-09-20 - 6:28:08 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-09-20 - 6:28:10 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2023-09-20 - 6:28:16 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2023-09-20 - 9:29:40 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2023-09-20 - 9:30:51 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2023-09-20 - 9:30:56 PM GMT



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2023-09-20 - 9:33:46 PM GMT- IP address: 104.47.65.254

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Signature Date: 2023-09-20 - 9:33:56 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-09-20 - 9:33:56 PM GMT

To Whom It May Concern:

On behalf of Community Solutions DBA Vincent's Legacy LLC I would like to request an extension of the \$255,000 grant from the Youth and Family Services Office that was received in July 2023. \$63,657.23 of the grant has been spent down so far. We expect another approximately \$90,000 to be spent down before the existing grant term ends, leaving approximately \$100,000 of the grant unspent. A grant extension until the end of the following fiscal year (June 30, 2025) will allow us to spend down the full grant award and most importantly continue to provide quality on-site supportive services for residents of the Santa Fe Suites.

Please reach out to ekendall@bdpimpact.com or 978-400-6430 if any additional information is needed in order to process this request.

Thank you for your continued support of the Santa Fe Suites.

Ellie Kendall

Ellie Kendall

VP, Investor Relations and Fundraising

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 40 Marcus Drive 3rd Floor Melville, NY 11747	CONTACT NAME: Commercial Support PHONE (A/C, No, Ext): 631-390-9700 E-MAIL ADDRESS: NEcertificates@epicbrokers.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Community Solutions International, Inc. c/o Common Ground Communities; 60 Broad Street Suite 2510A New York, NY 10004-4912	INSURER A: Philadelphia Indemnity Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSR	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	PPK2623040	10/31/2023	10/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PPK2623040	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB888947	10/31/2023	10/31/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Santa Fe is included as additional insured for general liability coverage as required by written contract.

CERTIFICATE HOLDER City of Santa Fe Office of Affordable Housing PO Box 909 Santa Fe, NM 87504-0909	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 <i>Leonard Aciscia</i>



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: VINCENT'S LEGACY LLC
DBA: VINCENT'S LEGACY LLC

Business Location: 3007 S ST FRANCIS DR
SANTA FE, NM 87505

Owner: VINCENT'S LEGACY LLC

License Number: 232194

Issued Date: April 05, 2023

Expiration Date: April 05, 2024

CRS Number: 03539318001

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

VINCENT'S LEGACY LLC
PO BOX 3524 CHURCH STREET STATION
NEW YORK, NY 10008

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











SF Suites Packet_1

Final Audit Report

2024-03-29

Created:	2024-03-27
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3qJA-xbTpTYbN-JVONoxRTu7u8CJUqu

"SF Suites Packet_1" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
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-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-03-27 - 8:50:06 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-03-27 - 11:17:22 PM GMT
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-03-27 - 11:17:52 PM GMT - Time Source: server
-  Document emailed to mtbonifer@santafenm.gov for signature
2024-03-27 - 11:17:54 PM GMT
-  Email viewed by mtbonifer@santafenm.gov
2024-03-28 - 6:19:07 PM GMT
-  Signer mtbonifer@santafenm.gov entered name at signing as M.Bonifer
2024-03-28 - 6:19:59 PM GMT
-  Document e-signed by M.Bonifer (mtbonifer@santafenm.gov)
Signature Date: 2024-03-28 - 6:20:01 PM GMT - Time Source: server
-  Document sent to JoAnn Lovato (jdlvato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-03-28 - 6:20:03 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-03-28 - 7:01:04 PM GMT

 Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2024-03-28 - 8:49:43 PM GMT

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Signature Date: 2024-03-28 - 8:56:15 PM GMT - Time Source: server

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2024-03-28 - 8:56:17 PM GMT

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 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-03-29 - 7:21:01 PM GMT - Time Source: server

 Agreement completed.

2024-03-29 - 7:21:01 PM GMT









24-0326 Community Solutions dba Vincent's Legacy

Final Audit Report

2024-05-09

Created:	2024-05-09
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhXGE0Pabiuy6qdHcyMUZdBDV_rtgsikb

"24-0326 Community Solutions dba Vincent's Legacy" History

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-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
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-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
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-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
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-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-05-09 - 7:41:28 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-05-09 - 7:41:28 PM GMT