



City of Santa Fe, New Mexico



Memorandum

DATE: June 5, 2024

TO: John Blair, City Manager

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

FROM: Julie Sanchez, Youth and Family Services Division Director

ITEM AND ISSUE:

Request for the Approval of Contract Amendment No.3 to Professional Service Contract 20-0556 – Change of the Scope of Work and budget for YouthWorks. (Julie Sanchez, Youth and Family Services Director, jjsanchez@santafenm.gov).

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The Commission which was merged with the Regional Juvenile Justice Board administers its New Mexico's Children, Youth and Families Department (CYFD) funding to agencies looking to impact and prevent youth crime in the Santa Fe region. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on the need. The funding for this grant comes from CYFD.

YouthWorks receives a subgrant from this CYFD funding to provide Intensive Community Monitoring Programming (ICM), which is designed to help juvenile probation clients make good decisions and avoid being sent to detention facilities. ICM also engages parents or guardians to provide support and related services. Due to a surge of cases referred by Juvenile Justice in the first quarter of 2024, we request an increase to the YouthWorks scope and budget. This will increase the youth served by ICM services from 34 to 44, with an increase of 10 intake assessments (\$650.00), 10 discharge plans (\$750.00), 259 hours of Case Management (\$10,360.00), and 65 hours



City of Santa Fe, New Mexico



Memorandum

of family support (\$2,600.00). Due to a lack of demand from families in the wake of the COVID crisis, there will be a decrease of 50 home visits (\$2,000.00). The decrease in home visits will be supplemented by the increase in other forms of family support. There will be an increase to the FY24 YouthWorks subgrant of \$12,360.00 for direct services and an additional six-hundred eighteen dollars (\$618.00) to cover the 5% administrative fee, for a total increase of twelve-thousand nine-hundred seventy-eight dollars (\$12,978.00). This additional funding will be moved from another part of the CYFD grant, discussed above, that has remained unspent. This was originally budgeted for Restorative Justice programming, however the reimbursement rate provided by the State was not adequate for Santa Fe mental health providers to afford to provide services. This Restorative Justice subcontract has gone unfilled for the past three and a half years, despite repeated requests for proposals being shared with providers. Instead of returning these funds to the State, unspent, we recommend that they are used to support the additional ICM services being provided by YouthWorks. This change has been provisionally approved by the CYFD staff. In addition, we are correcting an arithmetic error from Amendment 2, which did not increase the total compensation to reflect an increase to the administrative fees when there was a change the reimbursement rates. This will increase the four-year contract total by an additional nine-hundred sixty dollars (\$960.00). The new totals will be as follows: forty-thousand, two hundred and thirty-six dollars (\$40,236.00) for FY 2024 and one hundred twenty-thousand, three-hundred and seventy-four dollars (\$120,374.00) for the contract total, from FY21-FY24.

The Commission works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate, and support health and human issues in our community. The Commission reviewed and unanimously approved this request for a change to funding on April 11, 2024 in their CYC meeting.

PROCUREMENT METHOD:

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Juvenile Justice Subcommittee of the Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

CONTRACT NUMBER:

Munis Contract# 3202277



City of Santa Fe, New Mexico



Memorandum

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Juvenile Justice Fund/Fund 223

Munis Org Name/Number: Juvenile Justice/2230123

Munis Object Name/Number: Other Consulting/510340

ACTION REQUESTED:

The Community Services Department and Youth and Family Services Division respectfully requests your review and approval.



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: 3202277 Procurement # (RFP/ITB# If any):

Contractor: Youthworks

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

Description/Title: Change Scope of Work and Budget for Youthworks

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

Term Start Date: When Signed Term End Date: 6/30/2025 Total Contract Amount: \$1,147,600

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

Contract / Lease: Amendment

1.b Amendment #: 3 to the Original Contract/Lease # 20-0556

Increase/(Decrease) Amount \$: \$350,000

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: Increase Contract amount/ Extend term

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

Amendment 1: Change of rate for Services

Amendment 2: Scope of Work language update and increase compensation

3. Procurement History:

Jun 26, 2024
Purchasing Officer Review: Date:
Comment & Exceptions:

4. Funding Source: Juvenile Justice Fund/ 223 Org / Object: 2230123/510340

Andy Hopkins Jun 26, 2024
Budget Officer Approval: Date:
Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: Matthew Bonifer Date Jun 26, 2024

Staff Contact who Completed This Form: Justin Gonzales Phone #: 505-955-6678

To be recorded by City Clerk: Email: jmgonzales@santafenm.gov

Clerk #
Date of Execution:

ITT Representative (attesting that all information is reviewed) Title Date

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
20-0556**

This AMENDMENT No.3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **YouthWorks** (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 the following each fiscal year: Youthworks will provide Intensive Community Monitoring services for at-risk youth ("Youth") as outlined in Agreement #21-690-3200-20846 between the City of Santa Fe and the State of New Mexico, Children, Youth, and Families Department (CYFD).

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

1. SCOPE OF WORK

In Article 1, Paragraph A, the List item 1) and sub bullets a. through f. will be replaced in its entirety so it reads as follows:

1) Provide CYFD outlined services in Intensive Community Monitoring:

a. Serve 44 Youth

- b. Provide 44 Youth with Intake/Assessment (x \$65.00 per youth)
- c. Provide 553 hours of Case Management (x \$40.00 per hour)
- d. Provide 201 hours of Family Support (x \$40.00 per hour)
- e. Provide 50 Home Visits (x \$40.00 per hour)
- f. Provide 44 Youth with Discharge Plans (x \$75 per youth)

2. COMPENSATION

In Article 2, Paragraphs D and E of the Agreement are amended to increase the amount of compensation by twelve-thousand three-hundred and sixty dollars (\$12,360.00) for direct services and six hundred and eighteen dollars (\$618.00) for administrative costs for a total increase of twelve thousand nine hundred and seventy-eight dollars (\$12,978) to total forty-thousand, two hundred and thirty-six dollars (\$40,236.00) for fiscal year 2024 (FY24). To correct an error in the total compensation calculation made in Amendment 2, an additional nine-hundred sixty dollars (\$960.00) will be added to the contract total, so that Article 2, Paragraph D and E read in their entirety as follows:

D. The City shall pay to the contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY24, up to a total forty-thousand, two hundred and thirty-six dollars (\$40,236.00).

E. The total amount payable to the Contractor under this agreement will increase from one-hundred and six-thousand, four-hundred and thirty-six (\$106,436) to, including gross receipts tax and expenses, shall not exceed one hundred twenty-thousand, three-hundred and seventy-four dollars (\$120,374.00).

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Layla Archuleta Maestas
Layla Archuleta Maestas (Jun 26, 2024 16:33 MDT)
JOHN BLAIR, CITY MANAGER

DATE: Jun 26, 2024

CONTRACTOR:
YouthWorks

[Signature]
melynn schuyler (Jun 23, 2024 16:04 MDT)
MELYNN SCHUYLER,
EXECUTIVE DIRECTOR

DATE: Jun 23, 2024
CRS# 02471161006
Registration # 2225

ATTEST:

[Signature]
GERALYN CARDENAS, INTERIM CITY CLERK

DATE: _____ xiv

CITY ATTORNEY'S OFFICE:

[Signature] Jun 25, 2024
ASSISTANT CITY ATTORNEY

DATE: _____

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR










Youthworks Amendment 3-final CAO

Final Audit Report

2024-06-25

Created:	2024-06-21
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2cHlxSgmkgVL7VAQE5BI18gJTWdIYgku

"Youthworks Amendment 3-final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-06-21 - 8:45:45 PM GMT- IP address: 63.232.20.2
-  Document emailed to melyn schuyler (melyn@santafeyouthworks.org) for signature
2024-06-21 - 8:46:21 PM GMT
-  Email viewed by melyn schuyler (melyn@santafeyouthworks.org)
2024-06-23 - 10:03:46 PM GMT- IP address: 66.249.84.66
-  Document e-signed by melyn schuyler (melyn@santafeyouthworks.org)
Signature Date: 2024-06-23 - 10:04:40 PM GMT - Time Source: server- IP address: 174.231.17.238
-  Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature
2024-06-23 - 10:04:43 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
2024-06-24 - 12:22:14 PM GMT- IP address: 73.228.44.222
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
2024-06-25 - 9:58:44 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2024-06-25 - 9:59:18 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-06-25 - 9:59:18 PM GMT



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

BUSINESS REGISTRATION

Business Name: YOUTHWORKS, INC.
DBA: YOUTHWORKS OPPORTUNITY
CENTER

Business Location: 1505 LLANO ST
SANTA FE, NM 87505

Owner: YOUTHWORKS INC.

License Number: 233658

Issued Date: March 01, 2024

Expiration Date: March 01, 2025

CRS Number: 03-613141-00-5

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

YOUTHWORKS, INC.
1000 CORDOVA PL #415
SANTA FE, NM 87505

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



YOUTINC-03

KSANDOVAL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2023

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: Kandyce Sandoval PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kandyce.sandoval@hubinternational.com
INSURED Youthworks, Inc. 1000 Cordova Place #415 Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Company of America INSURER B : New Mexico SW Casualty Co INSURER C : Selective 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 INSD	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		S 2305636	7/2/2023	7/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		S 2305636	7/2/2023	7/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		S 2305636	7/2/2023	7/2/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0101668.104	8/1/2023	8/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabili			S 2305636	7/2/2023	7/2/2024	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

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

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
20-0556**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **YouthWorks** (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 the following each fiscal year: Youthworks will provide Intensive Community Monitoring services for at-risk youth as outlined in CYFD contract #21-690-3200-20846-3.

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

1. SCOPE OF SERVICES

Article 1, Paragraph A, Subparagraph 1 of the Agreement is amended to add a 5% program support so that Article 1, Paragraph A, Subparagraph 1 reads as follows:

- 1) Provide CYFD outlined services in Intensive Community Monitoring:
 - a. Serve 34 youth clients.
 - b. Serve 34 youth clients with Intake/Assessment at \$65 per youth plus 5%

program support.

- c. Provide 294 hours of Case Management at \$40 per hour plus 5% program support.
- d. Provide 136 hours of Family support at \$40 per hour plus 5% program support.
- e. Provide 100 home visits at \$40 per visit plus 5% program support.
- f. Provide 34 Discharge Plans at \$75 per youth plus 5% program support.

2. COMPENSATION.

Article 2, Paragraph C, D and E of the Agreement is amended to increase the amount of compensation by a total of 5% to reflect the added program support, for a total of two thousand five hundred ninety-six dollars (\$2,596.00) across the combined fiscal years of 2023 and 2024 so that Article 2, Paragraph C, D and E reads in its entirety as follows:

C. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY23, up to a total of twenty-seven thousand two hundred fifty-eight dollars (\$27,258.00).

D. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY24, up to a total of twenty-seven thousand two hundred fifty-eight dollars (\$27,258.00).

E. The total amount of payable to the Contractor under this agreement, including gross receipts tax and expenses, shall not exceed (\$106,436.00)

3. ARTICLE:

Addition of Article 31, CYFD Trauma Responsive Care and Services Training Requirements of the Agreement is hereby added as follows:

A. The Children, Youth and Families Department (CYFD) seeks to achieve safety, permanency, and well-being of children by implementing systems and services that are trauma responsive; providing community-based therapeutic supports in the most family-like setting; understanding the importance of and maintaining the cultural connections and tribal sovereignty of children, families, and tribes; honoring and centering youth and family voice and choice; and ensuring we use collaborative, team-based decision-making with families. We are committed to building a workforce worthy of trust through continual professional growth and development and a standard of cultural humility practice.

B. To achieve this, CYFD contracted Contractors must understand and apply the required principles of trauma responsive care to their programing, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

- 1) Complete training on trauma responsive care and service delivery. Contractor staff will complete the curriculum determined to be most appropriate for their job position and level of interaction with children/youth and families as identified by the Cross-Departmental Training Review Committee (Human Services Department and CYFD representatives). Training shall be completed within the first three (3) months of hire and annually thereafter.
- 2) Approved trainings and training requirements on trauma responsive care and service delivery, as identified by the Cross-

Departmental Training Review Committee. CYFD will provide a list of approved trainings to Contractors prior to the effective date of the Agreement, and quarterly or upon request thereafter.

a. For trainings on trauma responsive care and service delivery not previously identified/or approved by the Cross-Departmental Training Review Committee, Contractors may submit request to its Program Manager for approval by the Cross-Departmental Training Review Committee which meets quarterly.

b. The list of approved trainings will include those that are of no cost to the Contractor. Funding for Contractor Loss of Productivity will be negotiated between the Contractor and Program Manager for inclusion in the budget.

3) Contractor staff includes those who have direct contact with children/youth (ages 0-21) in state custody or at-risk children/youth, administrative staff and Management or Executive level position (“leaders”).

4) On a monthly basis, Contractors will provide a Trauma Training Tracking Sheet with their invoice or encounter submission that includes the following information:

a. Report current leaders and staff who have direct contact with children who have worked for the Contractor for more than three months, and

b. Provide certification of completion for those who have completed the initial training requirements.

- 5) At least seventy (70) percent of the Contractor's staff must have completed required trauma responsive training as identified by Cross-Departmental Training Review Committee within three (3) months of hire for Contractor to continue billing for services.
- 6) Trauma responsive care and service delivery training completed by Contractor staff prior to hire, and if taken less than six (6) months prior to hire, may be submitted for approval of the Cross-Departmental Training Review Committee, via the Contractor's Program Manager.
- 7) When scope of work is being performed by Subcontractor or Subawardee, Contractors are responsible for ensuring that the Subcontractor or Subawardee's staff receive the mandated trauma responsive care and service delivery training as outlined above.

C. CYFD Program Managers will:

- 1) Facilitate access to the mandated trauma responsive care and service delivery training so Contractor staff can meet the minimum requirements.
- 2) For trainings on trauma responsive care and service delivery not previously identified/or approved by the Cross-Departmental Training Review Committee, Contractor may submit request to its Program Manager. The Program Manager will route the request to Cross-Departmental Training Review Committee for approval and provide

written notice of the Committee's decision to the Contractor within ten
(10) working days following the Committee's quarterly meeting.

4. 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. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

John Blair
John Blair (Oct 25, 2022 13:21 MDT)

JOHN BLAIR
CITY MANAGER

DATE: Oct 25, 2022

CONTRACTOR:

YouthWorks

Mecynn Schuiler

NAME: MECYNN SCHUI LER
TITLE: EXECUTIVE DIRECTOR

DATE: 09/20/2022

CRS# 02471161006
Registration # 222597

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 7, 2022 15:06 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Oct 20, 2022 23:11 MDT)

EMILY OSTER, FINANCE DIRECTOR
2230123.510340
Org. Name/Org.#



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: YouthWorks

Procurement Title: RFP 20/21/P

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 and Safe Staff Name Julie Sanchez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Julie Sanchez Youth and Family Services Division Director 09/26/2022

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

JoAnn Lovato Contracts Supervisor Oct 5, 2022

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, New Mexico

Memorandum



DATE: September 26, 2022

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director
Maria Sanchez-Tucker, Community Services Department Director

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

KO
KO

MT
MT

ITEM AND ISSUE:

Request for the Approval of Contract Amendment No.2 to Professional Service Contract 20-0556 – Change of language to the Scope of Work for YouthWorks; (Julie Sanchez, jjsanchez@santafenm.gov and 505-570-7355)

BACKGROUND AND SUMMARY:

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The Commission which was recently merged with the Regional Juvenile Justice Board administers its CYFD funding to agencies looking to impact and prevent youth crime in the Santa Fe region. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on the need. The funding for this grant comes from New Mexico's Children, Youth and Families Department (CYFD).

Three amendments were made to the contract. The first was a change to the number of services that will be reimbursed by CYFD. These were made by CYFD staff and shared with City staff in the summer of 2022. 34 youth clients shall be served with intake/assessment and discharge plans. In addition there will be 294 hours of case management, 136 hours of family support, and 100 home visits.

The second change was necessitated by human error. A 5% administrative fee should have been written into the original contract and intake/assessments should have been charge at \$65 per service. This change increases the total of the contract over FY23 and FY24 by a combined total of one thousand six hundred thirty-six dollars (\$1,636.00). Each year now has a maximum contract of twenty-seven thousand two hundred fifty-eight dollars (\$27,258.00).

The third change is required by the granting organization, CYFD. They require that all contractors and subcontractors attend an annual Trauma Responsive Care and Services Training to ensure that the care being provided to children, youth, and families is trauma informed. This requirement was added as Article 31.

The Commission works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Commission has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Juvenile Justice Subcommittee of the Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

CONTRACT NUMBER:

Munis Contract # 3202277

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Juvenile Justice Fund/Fund 223

Munis Org Name/Number: Juvenile Justice/2230123

Munis Object Name/Number: Other Consulting/510340

ACTION REQUESTED:

The Community Services Department and Youth and Family Services Division respectfully requests your review and approval.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202277

Contractor: YouthWorks

Description: **Intensive Community Monitoring for youth who are at risk of juvenile offenses.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: 07/01/2020 Term End Date: 06/30/2024

☒ Approved by Council Date: 10/28/2020

Contract / Lease: Professional Service Agreement

Amendment # 2 to the Original Contract / Lease # 20-0556

Increase/(Decrease) Amount \$ 2,596.00

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: Scope of work language update and increase to compensation; per CYFD.

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Amendment No. 1: Change of rate for services

3. Procurement History: RFP 20/21/P

JoAnn Lovato
JoAnn Lovato (Oct 5, 2022 16:04 MDT)

Purchasing Officer Review:

Comment & Exceptions: _____

Oct 5, 2022

Date: _____

4. Funding Source: Juvenile Justice Fund

Andy Hopkins
Andy Hopkins (Oct 3, 2022 13:32 MDT)

Budget Officer Approval:

Comment & Exceptions: _____

Org / Object: 2230123,510340

Oct 3, 2022

Date: _____

Staff Contact who completed this form: Julie Sanchez Phone # 505-955-6678

Email: jjsanchez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



YOUTINC-03

KSANDOVAL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: Kandyce Sandoval PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kandyce.sandoval@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company of America INSURER B: New Mexico SW Casualty Co INSURER C: Selective INSURER D: INSURER E: INSURER F:	NAIC # 12572
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INSURED

Youthworks, Inc.
1000 Cordova Place #415
Santa Fe, NM 87505

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	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
1 2 3		INSD WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	S 2305636	7/2/2022	7/2/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		S 2305636	7/2/2022	7/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		S 2305636	7/2/2022	7/2/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	0101668102	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Commercial Property		S 2305636	7/2/2022	7/2/2023	
C	<input checked="" type="checkbox"/> Professional Liabili		S 2305636	7/2/2022	7/2/2023	

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

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

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



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

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: MELYNN SCHUYLER

License Number: 222597

Issued Date: September 13, 2022

Expiration Date: September 13, 2023

CRS Number: 02-471161-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE , NM 87505

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

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Program Categories	CYFD Priority Area
<input type="checkbox"/> Strengthening Families	Delinquency Prevention
<input checked="" type="checkbox"/> Intensive Community Monitoring	Alternatives to Detention
<input type="checkbox"/> Gender Specific <input type="checkbox"/> Girls <input type="checkbox"/> Boys	Gender Specific Services

A. The Contractor shall perform the following work:

1) Provide CYFD outlined services in Intensive Community Monitoring:

- a. Serve 40 youth clients
- b. Provide 40 youth clients with Intake/Assessment x \$55.25 per youth
- c. Provide 306 hours of Case Management x \$40.00 per hour
- d. Provide 136 hours of Family Support x \$40.00 per hour
- e. Provide 100 visits of Home Visit x \$40.00 per hour
- f. Provide 40 Discharge Plans x \$63.75 per youth

2) Possible bi-monthly presentation to the Regional Juvenile Justice Board on the progress of the program.

3) Ensure as appropriate, that providers serving underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American including

serving low to very low-income households are trained on racial equity, inclusion and responsiveness.

B. Performance Measures.

1) Contractor shall substantially perform the following based on Intensive Community Monitoring:

- a. Decrease of five percent (5%) in negative criminal behavior;
- b. Increase of five percent (5%) in grades, attendance and overall behavior in school
- c. or educational setting;
- d. Decreased number of contacts made with each client;
- e. Number of clients who successfully complete the program requirements; and
- f. Reduced recidivism six (6) months after exiting the program

C. Deliverables:

1) Monthly program invoices due by the 10th of each month

2) Completed CYFD Data Collection Log which includes:

- a. Individualized Client ID
- b. Activity Log
- c. Youth Registry
- d. Other Program Specific Measurements as outlined by CYFD

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Santa Fe Regional Juvenile Justice Board in obtaining its goal(s) as set forth in its Strategic Plan and program outputs.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY21, up to a total of twenty-six thousand four hundred forty four dollars (\$26,440.00).

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY22, up to a total of twenty six thousand four hundred forty four dollars (\$26,440).

C. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY23, up to a total of twenty six thousand four hundred forty four dollars (\$26,440).

D. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY24, up to a total of twenty six thousand four

hundred forty four dollars (\$26,440).

E. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$105,760.00).

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 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. Non-Collusion.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. Merger.

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

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

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

19. Workers Compensation.

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

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

21. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

22. Records and Financial Audit.

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

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event

that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act

25. Invalid Term or Condition.

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

26. Enforcement of Agreement.

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

27. Notices.

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

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

To the Contractor: [Melynn Schuyler, 1000 Cordova Pl., #415, Santa Fe, NM 87505,
505-989-1855, mclynn@santafeyouthworks.org].

28. Authority.

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

29. Site Visits.

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

30. **Reporting.**

Grantees shall submit reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 10th of the month. Reports shall include the following:

- A. Total Amount of funds received via the program invoice, amount of funds received that were expended for program via the program invoice; CYFD required activity log, youth registry and program specific measures; a weekly update report to Santa Fe Probation and Parole may also be required. Although not mandatory agencies or representatives may be required to attend the bi-monthly, RJJB meetings to report on program progress. Other reporting may be required as requested by DIVISION, DEPARTMENT or the BOARD.

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

CITY OF SANTA FE:



ALAN M. WEBBER
MAYOR

DATE: Nov 5, 2020

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
GB Mtg 10/28/2020

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Sep 16, 2020 15:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2230123.510340

Business Unit Line Item


AL

CONTRACTOR:
YOUTHWORKS



NAME:

TITLE: Executive Director

DATE: 09/18/2020

CRS# 02-471161-00-6

REGISTRATION# city lic. #

222597

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
20-0556**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and YOUTHWORKS (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 the following: For each fiscal year, YouthWorks will provide Intensive Community Monitoring services to high-risk youth up to age 21.

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

1. SCOPE OF WORK

Article 1, Subparagraph A, paragraph 1 of the Agreement is amended to reflect an adjusted rate increase. Article 1, Subparagraph A, paragraph 1 reads in it's entirety as follows:

The Contractor shall perform the following work:

- 1) Provide CYFD outlined services in Intensive Community Monitoring:
 - a. Serve 34 youth clients
 - b. Serve 34 youth clients with Intake/Assessment x \$65.00 per youth
 - c. Provide 306 hours of Case Management at \$40.00 per hour
 - d. Provide 136 hours of Family Support x \$40.00 per hour

- e. Provide 100 Home Visits x \$40.00 per visit
- f. Provide 34 Discharge Plans x \$75.00 per youth

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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

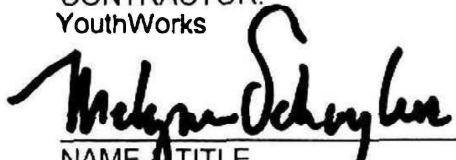
CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

Date: Apr 26, 2021

CONTRACTOR:
YouthWorks



NAME & TITLE *Exec. Director*

Date: 02/02/2021

ATTEST:



Kristine Mihelcic (Apr 26, 2021 21:48 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK

GB MTG 04/14/2021

CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY T. MCCOY, FINANCE DIRECTOR

2230123.510340 *AL*
MUNIS ORG/OBJ *AL*

22-0505 Youthworks CHST

Final Audit Report

2022-10-25

Created:	2022-10-17
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvZVn_5cCU3oCIYgG0kNRMNMIACpPM-O5

"22-0505 Youthworks CHST" History

 Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)

2022-10-17 - 9:12:45 PM GMT- IP address: 63.232.20.2

 Document emailed to ekoster@santafenm.gov for signature

2022-10-17 - 9:14:23 PM GMT

 Email viewed by ekoster@santafenm.gov

2022-10-19 - 10:59:07 PM GMT- IP address: 104.47.64.254

 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster

2022-10-21 - 5:11:39 AM GMT- IP address: 73.42.116.51

 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)


Signature Date: 2022-10-21 - 5:11:40 AM GMT - Time Source: server- IP address: 73.42.116.51

 Document emailed to jwblair@santafenm.gov for signature


2022-10-21 - 5:11:43 AM GMT

 Email viewed by jwblair@santafenm.gov


2022-10-25 - 7:21:36 PM GMT- IP address: 104.47.65.254

 Signer jwblair@santafenm.gov entered name at signing as John Blair

2022-10-25 - 7:21:53 PM GMT- IP address: 63.232.20.2

 Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2022-10-25 - 7:21:55 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature

2022-10-25 - 7:21:57 PM GMT

 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2022-10-25 - 8:50:26 PM GMT- IP address: 104.47.64.254



Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2022-10-25 - 8:50:36 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2022-10-25 - 8:50:36 PM GMT



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CM-Youthworks Amendment_3

Interim Agreement Report










2024-06-26

Created:	2024-06-26
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAZvhLSdznijRa42Jn4FvMLXGgW2UPIEk7

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"CM-Youthworks Amendment_3" History

-  Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2024-06-26 - 4:47:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-06-26 - 4:51:35 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-06-26 - 4:54:17 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-06-26 - 4:54:48 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) and jlovato@santafenm.gov for signature. One of them to sign
2024-06-26 - 4:54:53 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-06-26 - 4:55:06 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-06-26 - 4:56:27 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-06-26 - 4:56:33 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-06-26 - 5:04:20 PM GMT- IP address: 104.47.64.254



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

Signature Date: 2024-06-26 - 5:23:04 PM GMT - Time Source: server- IP address: 63.232.20.2



Document emailed to jwblair@santafenm.gov for signature

2024-06-26 - 5:23:10 PM GMT

Signature: 
XAVIER VIGIL (Jun 27, 2024 08:29 MDT)

Email: xivigil@santafenm.gov

24-0411 Youthworks

Final Audit Report

2024-06-27

Created:	2024-06-27
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACoLqvxF9nr1gA-AtWOkzQIGjwIRDXY

"24-0411 Youthworks" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
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-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-06-27 - 2:29:27 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-06-27 - 2:29:33 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-06-27 - 3:03:21 PM GMT- IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-06-27 - 3:03:40 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-06-27 - 3:03:40 PM GMT