

# The Purchasing Memo

### Date: May 23, 2025

To: Mark Scott, City Manager

From: Julie Sanchez, Youth and Family Services Division Director

Via: Henri Hammond-Paul, Community Health and Safety Director

Sierra Vigil-Trujillo, Youth and Family Services Project Administrator Sur

Subject: Legal Aid to Immigrant Children and/or their Parents

Vendor Name: New Mexico Immigrant Law Center

Munis Vendor Number: 4146

### **ITEM AND ISSUE:**

The Community Health and Safety Department Respectfully Requests Your Review and Approval of a Professional Services Contract in the total amount of \$60,000 for Legal Aid to Immigrant Children and/or their Parents for a Term Ending on June 30, 2026 with New Mexico Immigrant Law Center. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov)

### **CONTRACT NUMBER:**

The FY25 Munis contract number is 3250611.

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe's Youth and Family Services Division received an allocation of funding from the Governing Body to partner with various local non-profit organizations to support the development of a comprehensive toolkit for immigrant populations that includes resources, safety planning, wellness services, and sanctuary places. The partnership was also intended to fund community education initiatives, workshops, services, and training aimed at increasing awareness, providing critical support, and ensuring the safety and well-being of immigrants. The goal is to empower immigrants with essential knowledge, resources, and community connections to help them feel safe and supported.

In March 2025 the Youth and Family Services Division released RFQ # 25138: Funding Support for Toolkit Development, Community Education, and Services for Immigrants, which resulted in the awarding of five professional services contracts.

## PRIOR APPROVALS AND SUPPORTING INFORMATION:

### **FUNDING SOURCE:**

Fund Name/Number: General Fund/100

Munis Org Name/Number: Human Services/2400122

- Budget Officer / Designee	ber: Grants and Services/510400	06/12/2025
	Exceptions:	
PROCUREMENT METHO		
The procurement method	used was NMSA 1978, Section 13	-1-125, Small Purchase
Development, Community Services was selected to pro-	Education, and Services for Immigrovide a community education and w	
Chief Procurement Office	er (CPO)/Designee:	Date: 06/12/2025
<b>CPO</b> Comment/Exception	s:	
ASSOCIATED APPROVAL	S:	
IT Components included?	Yes   🛛 No	
Approval:	Title:	Date:
Comment/Exceptions:		
<b>Treasury/Point</b>	of Sale Components included?	🗆 Yes   🖾 No
Approval:	Title:	Date:
Comment/Excej	otions:	
Vehicles included? 🛛 Ye	es   🖾 No	
Approval:	Title:	Date:
Comment/Exceptions:		
<b>Construction to City Faci</b>	lities, Furniture, and/or Fixtures	included? 🛛 Yes   🛛 No
Approval:	Title:	Date:
Comment/Exceptions:		
Is this an externally funde	ed purchase? 🛛 Yes   🛛 No	
If yes, what is the issuing	agency:	
Approval:	Title:	Date:
Is this a Capital Asset or I		
Project Ledger Number:		
Approval:		Date:

# **Comment/Exceptions:**

# **ATTACHMENTS:**

Horizons declination

**CPO Service Determination Email** 

Procurement document: Screenshot of Munis Request for Quotes (RFQ)

Vendor's Quote

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

# NMILC Legal Aid Memo

Final Audit Report

2025-05-27

Created:	2025-05-23
By:	Sierra Trujillo (svtrujillo@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9mdlSJjGVwTFAZgrN0xXD0rxg32GeAIX

# "NMILC Legal Aid Memo" History

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Agreement completed. 2025-05-27 - 5:59:02 PM GMT

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Item #: \_\_\_\_\_ Munis Contract #: <u>3250611</u> SWPA/GSA/Coop/RFP/ITB#: RFQ 25138

# CITY OF SANTA FE

### PROFESSIONAL SERVICES CONTRACT

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

### RECITALS

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

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

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

The City and the Contractor hereby agree as follows:

### 1. Scope of Work

The Contractor shall provide the following services for the City:

- A. Provide comprehensive immigration legal services to immigrant children and/or their parents in Santa Fe who are at risk of family separation or facing deportation, by addressing multiple interconnected legal needs including:
  - a. Deportation defense
  - b. Special Immigrant Juvenile Status (SIJS) application
  - c. Family court petitions
  - d. Other urgent immigration legal aid

Deliverables:

- A. Provide legal representation to 15 clients at a rate of \$4,000 per individual.
- B. Complete check-ins with City staff as requested.

## 2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering legal aid to immigrant children and/or their parents for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

## 3. Compensation

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed with such compensation not to exceed \$60,000, including gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$60,000.

**<u>B.</u>** Payment. The total compensation under this Agreement shall not exceed \$60,000. 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 services, in excess of the total compensation amount being provided.

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

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

# 4. <u>Term</u>

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2026** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

## 5. <u>Termination</u>

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

- B. Notice; City Opportunity to Cure.
  - 1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  - 2) Contractor shall give City written notice of termination at least thirty (30) days prior to

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

### 6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

### 7. <u>Status of Contractor</u>

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 Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

### 8. Assignment

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

### 9. Subcontracting

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

## 10. Release

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

# 11. Confidentiality

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

## 12. Product of Service -- Copyright

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

## 13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

## 14. Amendment

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

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

### 15. Entire Agreement.

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

### 16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **RFQ 25138: Funding Support for Toolkit Development, Community Education, and Services for Immigrants** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

### 17. Penalties for violation of law

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

### 18. Equal Opportunity Compliance

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

## 19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

## 20. <u>Workers Compensation</u>

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

### 21. Professional Liability Insurance

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

### 22. Other Insurance

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

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

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

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

## 23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

## 24. Indemnification

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

### 25. New Mexico Tort Claims Act

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

### 26. Invalid Term or Condition

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

### 27. Enforcement of Contract

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

### 28. Notices

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

To the City:	Youth and Family Services Division P.O. Box 909 Santa Fe, NM 87504 jjsanchez@santafenm.gov
To the Contractor:	New Mexico Immigrant Law Center 1234A Felipe Ave Santa Fe, NM 87505 <u>jlandau@nmilc.org</u>

### 29. Authority

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

#### 30. 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.

#### 31. 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.

### 32. 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.

### 33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

**CONTRACTOR:** NEW MEXICO IMMIGRANT LAW CENTER

Mark Scott (Jun 18, 2025 12:25 MDT)

MARK SCOTT, CITY MANAGER

Jenny Landau (May 27, 2025 07:55 MDT) JENNIFER LANDAU, EXECUTIVE DIRECTOR DATE: 05/22/2025 NMBTIN#: 03-197869-00-0

ATTEST:

Andrea Salazian Juno, 2025 16:35 MDT)

CITY CLERK

NW

**CITY ATTORNEY'S OFFICE:** 

Patricia Feghali Patricia Feghali (May 27, 2025 08:09 MDT) ASSISTANT CITY ATTORNEY

**APPROVED FOR FINANCES:** 

Tmily K. Oster FINANCE DIRECTOR

# NMILC Legal Aid Contract - FINAL

**Final Audit Report** 

2025-05-27

Created:	2025-05-22
Ву:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhz7YfKB-DrVZMmSaQAQQfVsVPFM89cZi

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- Signer pcfeghali@santafenm.gov entered name at signing as Patricia Feghali 2025-05-27 - 2:09:30 PM GMT- IP address: 98.60.104.228
- Document e-signed by Patricia Feghali (pcfeghali@santafenm.gov) Signature Date: 2025-05-27 - 2:09:32 PM GMT - Time Source: server- IP address: 98.60.104.228

Agreement completed. 2025-05-27 - 2:09:32 PM GMT

Che Sartafe

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# TRUJILLO, SIERRA V.

From: Sent: To: Subject: DUTTON-LEYDA, TRAVIS K. Friday, February 28, 2025 2:20 PM TRUJILLO, SIERRA V.; Purchasing DET RE: Determination Request: Funding Support for Toolkit Development, Community Education, and Services for Immigrants

### Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

#### Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (<u>mloehman@horizonsofnewmexico.org</u>) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-IT components (anything IT) - ereview@santafenm.gov

-Vehicles - dmjaramillo@santafenm.gov

-Grants - grants@santafenm.gov

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov

-Emergency Related Purchases - <u>bgwilliams@santafenm.gov</u>

-Asset over \$5k - jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used <u>https://intranet.santafenm.gov/finance\_1</u> and documented <u>procedures/laws/rules</u> are followed.\_\_\_\_\_
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.

- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - <u>https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/</u> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - <u>https://naspovaluepoint.org/categories/</u>
  - o <u>https://www.omniapartners.com/publicsector/contracts</u>
  - <u>https://www.buyboard.com/home.aspx</u>
  - <u>https://www.h-gac.com/Home</u>
  - <u>https://www.gsaelibrary.gsa.gov/</u>
  - o <u>https://www.sourcewell-mn.gov/contract-search</u>
- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to
     <u>https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.ta</u>
     <u>cv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-</u>
     <u>0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f</u>
  - ITBs requests to
     https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.ta
     cv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d 0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - Determination requests to <u>purchasing\_det@santafenm.gov</u>
  - And all other requests to <u>purchasing@santafenm.gov</u>

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda Chief Procurement Officer City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501 505-629-8351 tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: <u>https://intranet.santafenm.gov/finance\_1</u>



From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Friday, February 28, 2025 2:19 PM
To: Purchasing DET <purchasing\_det@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination Request: Funding Support for Toolkit Development, Community Education, and Services for Immigrants

Good afternoon,

The Youth and Family Services Division is requesting a determination on the following scope of work. The funding allocated for each project has a maximum limit of \$60,000.

# Scope of Work:

- 1. Toolkit Creation:
  - **Resource Identification:** Work with community partners, legal advocates, and service providers to identify and compile essential resources for immigrants. This includes information on legal rights, health services, housing assistance, mental health care, language access, and more.
  - **Safety Planning:** Develop materials and guides outlining safety planning for immigrants, including advice on how to protect themselves from detention or deportation, steps to take in emergencies, and how to access legal services.
  - Wellness Resources: Include information about mental health services, community wellness programs, and healthcare resources, focusing on immigrant-specific needs and barriers.
  - Sanctuary Spaces: Compile a list of sanctuary places, including safe spaces like community centers, houses of worship, and nonprofit organizations that provide sanctuary or support to immigrants.
  - **Toolkit Format:** Design and produce the toolkit in accessible formats, including printed copies, digital formats, and versions available in multiple languages. Ensure the toolkit is user-friendly and culturally appropriate.
  - **Distribution Plan:** Develop a strategy for distributing the toolkit widely to immigrant communities, service providers, and local organizations.

# 2. Community Education and Workshops:

- **Curriculum Development:** Develop curricula for workshops and educational programs that address immigrant rights, safety planning, available community resources, and wellness.
- **Workshops and Training:** Fund and organize a series of workshops and training sessions for immigrant populations. These may cover topics such as:
  - Legal rights and protections for immigrants.
  - Mental health and wellness support.
  - Accessing healthcare, housing, and social services.
  - Navigating local systems and services.
  - Safety and emergency preparedness.
- **Targeted Audiences:** Ensure that educational programs are designed for immigrants of various backgrounds, including those with limited English proficiency, and that they cater to the unique needs of different immigrant groups.

# 3. Immigrant Services:

- Provide Essential Services: Fund nonprofit partners to provide direct services such as legal aid, mental health counseling, language assistance, and help with navigating public systems.
- Access to Resources: Support the distribution of the toolkit alongside in-person consultations, phone hotlines, and community outreach, ensuring immigrants know where to access services.
- **Collaborate with Local Organizations:** Work with local nonprofits, religious organizations, community centers, and other entities to ensure that immigrants can access the resources and support they need.

# 4. Training for Service Providers:

- **Cultural Competency Training:** Provide funding for training programs that help local service providers (e.g., social workers, healthcare providers, educators) become more culturally competent and better equipped to work with immigrant populations.
- Rights Education for Service Providers: Fund workshops that educate local service providers about immigrant rights and how to support individuals from diverse backgrounds.
- **Collaborative Training Sessions:** Develop joint training sessions where immigrant communities and service providers can engage, learn, and collaborate on best practices for supporting immigrants in the community.

# 5. Outreach and Promotion:

- **Public Awareness Campaign:** Fund a marketing campaign to raise awareness about the toolkit, workshops, and services available to immigrants. Utilize social media, community events, and partnerships with local media outlets to ensure wide reach.
- **Engagement with Immigrant Communities:** Support outreach efforts to directly engage with immigrant communities, including door-to-door campaigns, informational meetings, and collaborations with immigrant advocacy groups.

# 6. Monitoring, Evaluation, and Reporting:

- Impact Assessment: Develop methods to track the effectiveness of the toolkit distribution, workshops, and services provided. This could include surveys, focus groups, and feedback from participants to assess the impact of the initiative.
- **Quarterly Progress Reports:** Provide regular updates on project milestones, spending, and the effectiveness of community education programs, workshops, and services.
- **Final Evaluation:** At the end of the project, conduct a thorough evaluation of the project's success and provide a final report with recommendations for continued support and future initiatives.

## **Deliverables:**

- 1. **Immigrant Resource Toolkit:** A complete and accessible toolkit, including resources for safety planning, wellness, sanctuary places, and immigrant rights, available in various languages and formats.
- 2. **Community Education Reports:** Detailed reports on workshops, training sessions, and educational initiatives, including the number of participants, topics covered, and key outcomes.
- 3. Service Delivery Summary: A report summarizing the services provided to immigrants, including legal aid, mental health support, language assistance, and resource navigation.
- 4. **Outreach Materials:** Marketing materials such as flyers, social media content, and event materials designed to promote the toolkit, services, and workshops.

5. **Monitoring and Evaluation Reports:** Progress reports throughout the project, as well as a final evaluation report outlining the success of the project and areas for improvement.

# Multiple awards may be available for this solicitation.

Best, Sierra Vigil-Trujillo Project Administrator Youth & Family Services Division (505) 955-6824



# TRUJILLO, SIERRA V.

From:	Matt Loehman <mloehman@horizonsofnewmexico.org></mloehman@horizonsofnewmexico.org>
Sent:	Friday, February 28, 2025 2:33 PM
То:	TRUJILLO, SIERRA V.
Subject:	Re: Service Request: Toolkit Development, Community Education, and Services for
	Immigrants

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman Executive Director

Horizons of New Mexico 6121 Indian School Rd. NE, Suite 220 Albuquerque, NM 87110

office phone: (505) 345-1540 email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Fri, Feb 28, 2025 at 2:30 PM TRUJILLO, SIERRA V. <<u>svtrujillo@santafenm.gov</u>> wrote:

Good afternoon,

The Youth and Family Services Division is requesting the following services to support toolkit development, community education, and services for immigrants. Below is the scope of work.

# Scope of Work:

# 1. Toolkit Creation:

- 1. **Resource Identification:** Work with community partners, legal advocates, and service providers to identify and compile essential resources for immigrants. This includes information on legal rights, health services, housing assistance, mental health care, language access, and more.
- 2. **Safety Planning:** Develop materials and guides outlining safety planning for immigrants, including advice on how to protect themselves from detention or deportation, steps to take in emergencies, and how to access legal services.
- 3. Wellness Resources: Include information about mental health services, community wellness programs, and healthcare resources, focusing on immigrant-specific needs and barriers.
- 4. **Sanctuary Spaces:** Compile a list of sanctuary places, including safe spaces like community centers, houses of worship, and nonprofit organizations that provide sanctuary or support to immigrants.
- 5. **Toolkit Format:** Design and produce the toolkit in accessible formats, including printed copies, digital formats, and versions available in multiple languages. Ensure the toolkit is user-friendly and culturally appropriate.
- 6. **Distribution Plan:** Develop a strategy for distributing the toolkit widely to immigrant communities, service providers, and local organizations.

# 2. Community Education and Workshops:

- 1. **Curriculum Development:** Develop curricula for workshops and educational programs that address immigrant rights, safety planning, available community resources, and wellness.
- 2. Workshops and Training: Fund and organize a series of workshops and training sessions for immigrant populations. These may cover topics such as:
  - 1. Legal rights and protections for immigrants.
  - 2. Mental health and wellness support.
  - 3. Accessing healthcare, housing, and social services.
  - 4. Navigating local systems and services.
  - 5. Safety and emergency preparedness.
- 3. **Targeted Audiences:** Ensure that educational programs are designed for immigrants of various backgrounds, including those with limited English proficiency, and that they cater to the unique needs of different immigrant groups.

# 3. Immigrant Services:

- 1. **Provide Essential Services:** Fund nonprofit partners to provide direct services such as legal aid, mental health counseling, language assistance, and help with navigating public systems.
- 2. Access to Resources: Support the distribution of the toolkit alongside in-person consultations, phone hotlines, and community outreach, ensuring immigrants know where to access services.
- 3. **Collaborate with Local Organizations:** Work with local nonprofits, religious organizations, community centers, and other entities to ensure that immigrants can access the resources and support they need.
- 4. Training for Service Providers:

- 1. **Cultural Competency Training:** Provide funding for training programs that help local service providers (e.g., social workers, healthcare providers, educators) become more culturally competent and better equipped to work with immigrant populations.
- 2. **Rights Education for Service Providers:** Fund workshops that educate local service providers about immigrant rights and how to support individuals from diverse backgrounds.
- 3. **Collaborative Training Sessions:** Develop joint training sessions where immigrant communities and service providers can engage, learn, and collaborate on best practices for supporting immigrants in the community.

# 5. Outreach and Promotion:

- 1. **Public Awareness Campaign:** Fund a marketing campaign to raise awareness about the toolkit, workshops, and services available to immigrants. Utilize social media, community events, and partnerships with local media outlets to ensure wide reach.
- 2. **Engagement with Immigrant Communities:** Support outreach efforts to directly engage with immigrant communities, including door-to-door campaigns, informational meetings, and collaborations with immigrant advocacy groups.

# 6. Monitoring, Evaluation, and Reporting:

- 1. **Impact Assessment:** Develop methods to track the effectiveness of the toolkit distribution, workshops, and services provided. This could include surveys, focus groups, and feedback from participants to assess the impact of the initiative.
- 2. **Quarterly Progress Reports:** Provide regular updates on project milestones, spending, and the effectiveness of community education programs, workshops, and services.
- 3. **Final Evaluation:** At the end of the project, conduct a thorough evaluation of the project's success and provide a final report with recommendations for continued support and future initiatives.

# **Deliverables:**

- 1. **Immigrant Resource Toolkit:** A complete and accessible toolkit, including resources for safety planning, wellness, sanctuary places, and immigrant rights, available in various languages and formats.
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- 3. **Service Delivery Summary:** A report summarizing the services provided to immigrants, including legal aid, mental health support, language assistance, and resource navigation.
- 4. **Outreach Materials:** Marketing materials such as flyers, social media content, and event materials designed to promote the toolkit, services, and workshops.
- 5. **Monitoring and Evaluation Reports:** Progress reports throughout the project, as well as a final evaluation report outlining the success of the project and areas for improvement.

# Multiple awards may be available for this solicitation.

# Sierra Vigil-Trujillo

Project Administrator

Youth & Family Services Division

(505) 955-6824



Events Vendor Bidding Addenda	<b>Bid Number: 25138</b> Created, 02/27/2025 Bid Evaluations Bid Evaluators Attachments
Hide	Hide
NEW MEXICO IMMIGRANT Total: \$60,000.00 Evaluation Score: 0 Award All	Bid Preparation LAS CUMBRES COMMUNI Total: \$60,000.00 Evaluation Score: 0
	Accepting Proposals
Total: \$60,000.00 Award Group	Awarding Total: \$60,000.00 Award Group
	Closed

### Funding Support for Toolkit Development, Community Education and Services for Immigrants Youth and Family Services Division RFQ No. Cover letter FY25

Name of Offeror/Organization: New Mexico Immigrant Law Center

Contact Name/Title: Jennifer Landau, Executive Director

Email Address: jlandau@nmilc.org

**Phone Number:** 505-247-1023

**Brief Project Description:** This project ensures uninterrupted, comprehensive free immigration legal services for immigrant children and parents in Santa Fe at risk of family separation due to deportation. NMILC provides vital, trauma-informed legal representation, including deportation defense, humanitarian relief, including Special Immigrant Juvenile Status (SIJS) and related family court petitions, preserving family unity, stability, and community well-being.

City of Santa Fe Business Registration # 224307

TAX ID # 27-3303237

State CRS # 03-197869-00-0

Jennifer Landau		
Name/Signature of Authorized Signatory on Behalf of Offeror	Date 03/21/2025	
Traine/Signature of Authorized Signatory on Denan of Offeror	Datt 03/21/2023	

# SECTION A: PROPOSED IMPLEMENTATION PLAN

### **PROGRAM GOALS AND APPROACH:**

1. Clearly define the goals of your project and how they align with the needs of immigrant populations: The goal of this project is to ensure uninterrupted, comprehensive immigration legal services to immigrant children and/or their parents in Santa Fe, who are at risk of family separation or facing deportation. NMILC will provide critical legal representation addressing multiple, interconnected legal needs including deportation defense, Special Immigrant Juvenile Status (SIJS) applications, and family court petitions.

This goal directly aligns with the urgent needs of immigrant populations in Santa Fe, particularly at this critical juncture when NMILC faces significant funding cuts to its programs funding immigration services for children, potentially disrupting vital services. Without these services, children face severe consequences such as separation from their families, disruptions to their education due to fear of deportation, and parents facing barriers to employment stemming from similar fears. By maintaining stable, robust legal support, NMILC ensures that immigrant families can continue their lives securely, preserving family unity, educational opportunities, and economic stability within the Santa Fe community. This contract will ensure that children and families in Santa Fe will not experience interruption in services. In the unlikely event that NMILC does not receive expected funding cuts projected to hit April 1, this funding will enable NMILC to actually increase services to children.

- 2. Outline your approach for support services: NMILC's approach to support services is comprehensive, bilingual, trauma-informed, and coordinated closely with partner organizations. By collaborating with local nonprofits, religious organizations, community centers, and social service agencies such as Communities in Schools, Adelante Program at Santa Fe Public Schools, Solace Sexual Assault Services, Esperanza Shelter, Las Cumbres, Girard's House, LifeLink, and Somos Un Pueblo Unido, NMILC ensures immigrant families receive holistic support. We use the Unite Us network for referrals and navigation services, and work closely with other legal service providers such as Catholic Charities and Santa Fe Dreamers Project to ensure comprehensive access to necessary resources and support. This coordinated approach ensures immigrant families receive continuous and cohesive assistance, preserving family unity, educational continuity, and community stability. NMILC's approach is also responsible, recognizing that we cannot continually open new legal cases without stable and assured funding, making support from the City of Santa Fe more critical than ever.
- 3. Specify how the program will empower and support immigrants: The program empowers and supports immigrants by providing essential legal advocacy that directly impacts their safety, stability, and future opportunities. Through knowledgeable, compassionate legal representation, families gain greater control over their lives and a sense of security in their communities. Additionally, NMILC's collaborative model encourages immigrants' active participation and engagement, building resilience, reducing fear of deportation, and enabling access to essential educational and employment opportunities, thereby promoting overall community well-being and empowerment.

### **PROJECT TIMELINE AND MILESTONES:**

4. Provide a detailed timeline with key milestones: The implementation timeline for this project is immediate, as NMILC currently manages a substantial caseload of children and families in Santa Fe. This grant will directly support the continuation of these existing legal services without

interruption. NMILC already has an established and efficient intake system that will remain continuously operational due to this funding. Should federal funding contracts be unexpectedly renewed for at least 12 months starting April 2025, NMILC will then explore hiring additional staff to increase caseload capacity and further expand services.

# TARGET POPULATION:

- 5. Define the specific immigrant populations served and their unique needs: The target population for this project includes immigrant children and family members living in Santa Fe, prioritizing low-income individuals. The project specifically aims to serve unaccompanied minors who need guardianship support and parents of children who require immediate immigration assistance. All services provided by NMILC are free. Last year, NMILC served 465 Santa Fe residents, of whom 53% lived below 100% of the federal poverty guidelines and 42% lived between 100% and 200% of those guidelines. Additionally, 88% had limited English proficiency.
- 6. Explain how your program will address those needs and ensure accessibility: NMILC addresses the unique needs of the target immigrant population by providing free, bilingual legal services, ensuring language barriers do not impede access. Additionally, our comprehensive, integrated referral system ensures other critical wraparound services are met through partnerships with organizations such as Communities in Schools and other social service providers. This approach enables clients to stay focused on their immigration legal cases by reducing external stressors. Through these established relationships and integrated referral processes, NMILC ensures broad accessibility, reaching individuals who might otherwise be unaware of available legal support.

# **PROGRAM SUSTAINABILITY:**

- 7. Describe how the project will be sustained beyond the funding period: NMILC will sustain this project beyond the funding period through diverse and dedicated fundraising efforts, including the recent hiring of a full time Development Director dedicated to expanding individual donor engagement. Our strategy includes diversifying funding streams through grants from foundations and continually increasing our fundraising capacity. NMILC has successfully grown its staff and budget consistently since its inception in 2010, despite fluctuating federal administrative attitudes and policies that are sometimes hostile towards our target population. This experience and commitment to diversified funding strategies position NMILC strongly to maintain and enhance service delivery into the future.
- 8. Highlight long-term partnerships and future funding strategies: NMILC has established multi-year funding commitments not only from the City of Santa Fe but also from the City of Albuquerque, the State of New Mexico, and private foundations such as the W.K. Kellogg Foundation (WKKF). Additionally, NMILC benefits from the active support of community members who organize fundraising activities, including house parties aimed at expanding our individual donor base. One such event is currently being planned in Santa Fe by a new supporter who became involved due to concerns about the targeting of immigrants at the federal level. NMILC's enduring partnerships with numerous nonprofit organizations further strengthen our ability to secure sustainable funding and ensure consistent service delivery over the long term.

# SECTION B: STAFF AND ORGANIZATIONAL EXPERIENCE

## **ORGANIZATIONAL EXPERIENCE**

- 9. Detail your experience working with immigrant populations and relevant program successes: The New Mexico Immigrant Law Center (NMILC) has more than fifteen years of dedicated experience serving immigrant communities across New Mexico, making it the largest provider of free immigration legal services in the state. Over this period, NMILC has successfully represented thousands of individuals and families facing complex immigration and family law issues, maintaining an exceptional 95% positive case outcome rate. Program successes include securing critical asylum victories, facilitating citizenship workshops, providing specialized trauma-informed legal services for unaccompanied minors, and rapidly responding to community emergencies with tailored resources and support. NMILC is also uniquely positioned as the only organization in New Mexico providing legal representation at all three immigrant detention centers in the state, ensuring detained immigrants have critical access to counsel. NMILC's dedicated Children's Program is its largest legal initiative, representing hundreds of unaccompanied minors within the Santa Fe public school system and partnering with national networks to ensure legal support for every minor facing deportation proceedings. Despite changing political climates and funding challenges, NMILC has continuously grown its budget, expanded its dedicated team to over 50 bilingual staff members, and maintained a statewide reputation as a trusted, effective advocate and ally for immigrant communities.
- **10. Highlight your expertise in providing resources, advocacy, and support:** NMILC is widely recognized as a leader in developing and disseminating impactful resources and conducting effective advocacy tailored specifically to immigrant communities. Our organization produces high-quality, multilingual materials designed to inform, empower, and equip immigrants to assert their legal rights. These include accessible "Know Your Rights" presentations, self-help legal templates, and culturally responsive emergency preparedness toolkits that consistently receive positive community feedback for relevance and ease of use. Beyond resource creation, NMILC excels at systemic advocacy at both local and state levels, strategically influencing policies to protect immigrant rights, advocating successfully for policy shifts, and partnering closely with key New Mexico state agencies including the Early Childhood Education and Care Department, Public Education Department, Higher Education Department, Department of Workforce Solutions, and Aging and Long-Term Services Department. NMILC has an extensive network of partnerships with local and national pro bono attorneys-the largest pro bono network among legal service organizations in New Mexico-and employs a dedicated Pro Bono Manager to ensure efficient coordination and deployment of these vital volunteer resources. Furthermore, NMILC's commitment to holistic, trauma-informed support means we prioritize providing culturally competent, individualized legal services that respect each client's lived experience, facilitate family unity, and promote overall community resilience and empowerment.

### **STAFFING DETAILS**

11. List key staff members, their roles, level of effort, and qualifications: The Santa Fe office is led by Managing Attorney Tess Wilkes, who oversees pro bono mentorship, provides supervision and mentorship to the legal team, and ensures quality and consistency of legal representation. In addition to these responsibilities, Tess also provides direct legal services, particularly managing complex legal cases. Ms. Wilkes has over 10 years of immigration law experience and was previously a Senior Attorney at the Santa Fe Dreamer Project and NM Center for Law and Poverty. Staff Attorney Jennifer Mendoza and DOJ Accredited Representative, Elliot Edelburn, both contribute through direct representation and consultations, offering specialized legal assistance to immigrant families navigating intricate immigration proceedings. Prior to working at NMILC Ms. Mendoza was a staff attorney at Legal Aid at the District Attorney's Office. Mr. Edelburn was a Paralegal at NMILC for 2 years before applying for DOJ Accreditation. Senior Paralegal Kerry Schreck supports the legal team by coordinating

case intake, client communications, preparation of legal documents, and efficient management of the office's caseload, playing an essential role in maintaining the office's high standard of client care and case management. Prior to working at NMILC, Kerry was a DOJ Accredited Representative with the Santa Fe Dreamers Project and has over 5 years of immigration legal experience. Delaney Swink contributes by managing pro bono attorney volunteers for the project. Delaney has been coordinating NMILC pro bono programs since 2019. Intake Specialist, Valeria De Lira Richards, contributes by screening initial calls and referrals from community members. Prior to her intake specialist role at NMILC, Valeria was an intake specialist with Domestic Violence Resource Center. Overall project supervision will be led by NMILC Deputy Director of Programs and Advocacy, Teague Gonzales, who supervises NMILC Managing Attorneys and Pro Bono Manager, leads strategic planning for NMILC, previously served as an Directing Attorney at the NM Center on Law and Poverty and has 20 years of legal experience.

### **COMMUNITY PARTNERSHIPS:**

- 12. Describe your community partners and their roles in the project: NMILC maintains strong partnerships with a variety of local nonprofit and social service organizations, including Communities in Schools, Adelante Program at Santa Fe Public Schools, Solace Sexual Assault Services, Esperanza Shelter, Las Cumbres, Girard's House, LifeLink, and Somos Un Pueblo Unido. These partners play a critical role in identifying and referring families in need of immigration legal support through an integrated case management and referral system. Additionally, NMILC partners specifically with Pegasus Legal Services to provide specialized assistance for guardianship or children's law matters that fall outside NMILC's primary immigration-focused expertise.
- 13. Explain how these partnerships will enhance program effectiveness and reach:

Partnerships enhance NMILC's ability to provide comprehensive and responsive legal support. By collaborating with established social service agencies, NMILC ensures that families receive holistic care, addressing both legal needs and essential wraparound services, which increases overall stability for immigrant families. The specific partnership with Pegasus Legal Services ensures immediate and specialized intervention in guardianship cases, particularly when a parent faces deportation. This targeted collaboration strengthens the project's capacity to swiftly and effectively respond to family emergencies, ensuring the well-being and continuity of care for affected children.

# SECTION C: DATA COLLECTION AND PERFORMANCE MEASUREMENT DATA COLLECTION AND UTILIZATION

14. Detail your methods for collecting data for the program, the proposed performance measures for the program and how the organization will provide ongoing quality assurance. Explain how this data will be used to manage, monitor, and enhance the program's effectiveness: NMILC employs comprehensive methods to collect and manage program data, utilizing the secure, HIPAA-compliant Legal Server case management system. Legal Server enables us to meticulously track case outcomes, monitor demographics to confirm targeted outreach effectiveness, and analyze service requests to gauge program demand. We administer anonymous satisfaction surveys to all clients, ensuring continuous feedback on service quality, responsiveness, and client satisfaction. The insights gathered from these surveys directly inform our continuous improvement efforts, guiding adjustments to

enhance client experience and program effectiveness. Additionally, the streamlined referral process integrated within Legal Server facilitates ongoing evaluation of our outreach strategies, ensuring effective community engagement and resource allocation. Through rigorous monitoring and data-driven analysis, NMILC consistently refines and enhances program performance to maximize impact and client outcomes.

# Section D: Cost Proposal BUDGET OVERVIEW:

15. Provide a detailed breakdown of costs, ensuring it aligns with project goals. Explain how each expense supports the project's objectives.

Project Personnel			
Name	Title	Computation	Total
Teague Gonzales	Deputy Director of Programs and Advocacy	\$132,000 x .05 FTE	\$6,600
Tess Wilkes	Managing Attorney	\$100,320 x .1 FTE	\$10,032
Jennifer Mendoza	Senior Attorney	\$86,320 x .1FTE	\$8,632
Elliot Edenburn	DOJ Accredited Representative	\$62,900 x .1FTE	\$6,290
Kerry Schreck	Senior Paralegal	\$65,520 x .1	\$6,552
Valeria De Lira Richards	Intake Specialist	\$42,700 x .137FTE	\$5,850
Total			\$43,956

## Personnel Budget Summary:

Funds will support key NMILC staff members essential to the successful implementation of this project, ensuring high-quality legal representation and continuity of services for immigrant families in Santa Fe. Teague Gonzales, Deputy Director of Programs and Advocacy provides project oversight, ensuring program alignment with NMILC's broader legal services framework and advocacy efforts. Tess Wilkes, Managing Attorney leads the Santa Fe office, overseeing legal operations, pro bono mentorship, and supervision of the legal team. In addition to ensuring quality and consistency in representation, Tess provides direct legal services, particularly managing complex immigration cases. Jennifer Mendoza, Senior Attorney provides direct legal representation and consultations, specializing in complex immigration cases to help families navigate deportation defense and family-based relief. Elliot Edenburn, DOJ Accredited Representative supports direct client representation, assisting with applications for legal relief such as Special Immigrant Juvenile Status (SIJS) and other humanitarian protections. Kerry

Schreck, Senior Paralegal manages case intake, client communications, and preparation of legal documents, ensuring smooth case flow and efficient legal services delivery. Valeria De Lira Richards, Intake Specialist serves as the first point of contact for clients, screening initial calls and referrals, and ensuring immigrant families can access timely and appropriate legal services.

Benefits							
Item	Computation	Total					
NMILC benefits include retirement, health, dental, life, long term/short term disability insurance, workman's compensation, payroll taxes.	\$43,956 x 30% =	\$13,187					

Fringe benefits for NMILC personnel include retirement contributions, health and dental insurance, worker's compensation, and payroll taxes. Benefits are calculated at 30% of total personnel costs (\$43,956), totaling \$13,187 for the 12-month project period.

Indirect Costs				
Item	Computation	Total		
Indirect Costs to support the project (includes office space, printing, insurance, software, etc.)	\$57,143 x 5%	\$2,857		

NMILC will apply a 5% indirect cost rate to this project budget, adhering to the maximum allowable indirect rate set by the City of Santa Fe. While NMILC's actual indirect costs exceed this rate, we will cover any additional indirect expenses through other funding sources.

## **Budget Summary**

- **Project Personnel:** \$43,956
- Fringe Benefits (30% of Personnel): \$13,187
- Indirect Costs (5% of total direct costs): \$2,857

Total Project Cost: \$60,000

**16. Confirm that the total request does not exceed the \$60,000 funding limit:** We confirm that the request does not exceed the \$60,000 funding limit.



TIFICATE OF LIABILITY INSURANCE

TKINSWA

**NEWMEXI-18** 

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C E R	HIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVEL SURA ND T	Y OF ANCE HE C	R NEGATIVELY AMEND, DOES NOT CONSTITU ERTIFICATE HOLDER.	EXTEN	ND OR ALT	ER THE CO BETWEEN	OVERAGE AFFORDED THE ISSUING INSURER(	BY TH S), AU	E POLICIES ITHORIZED
lf	MPORTANT: If the certificate holde f SUBROGATION IS WAIVED, subje his certificate does not confer rights t	ct to	the	terms and conditions of	the poli ich ende	icy, certain   orsement(s)	policies may			
PRC	DUCER				CONTAC NAME:	⊤ Tami Kin	iswa			
	ant Insurance Services, Inc. Union St 31st Fl				PHONE (A/C, No,			FAX   (A/C, No):		
	ittle, WA 98101				E-MAIL ADDRES	<sub>s:</sub> Tami.Kin	nswa@allia	nt.com		1
						INS	SURER(S) AFFO	RDING COVERAGE		NAIC #
					INSUREF	RA: Columb	oia Casualt	y Company		31127
INSU	JRED				INSUREF	R B :				
	New Mexico Immigrant Law	Cent	ter		INSUREF	R C :				
	PO BOX 7040 Albuquerque, NM 87194-704	10			INSUREF					
					INSUREF					
	VERAGES CER		CATE	NUMBER:	INSUREF	(F:				
	HIS IS TO CERTIFY THAT THE POLICI							REVISION NUMBER:		
11	NDICATED. NOTWITHSTANDING ANY F	REQUI	IREM	ENT, TERM OR CONDITIO	N OF A	NY CONTRA	CT OR OTHER	R DOCUMENT WITH RESPE	ст то	WHICH THIS
	ERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH								O ALL '	THE TERMS,
INSR LTR			SUBR				POLICY EXP (MM/DD/YYYY)		5	
	COMMERCIAL GENERAL LIABILITY					(1111)		EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:	$\vdash$							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE								\$	
	DED RETENTION \$	1						AGGREGATE	\$ \$	
	WORKERS COMPENSATION	+						PER OTH- STATUTE ER	Φ	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		
A	If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liab Professional Liab			LAS596606865 LAS596606865		8/19/2024 8/19/2024	8/19/2025 8/19/2025	E.L. DISEASE - POLICY LIMIT Limits Gen Agg	\$	1,000,000 2,000,000
										, ,
DES	↓ CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES 6	ACORF	) 101, Additional Remarks Schedu	le, mav be	attached if mor	e space is requi	red)		
		、		,						
CE	RTIFICATE HOLDER				CANC	ELLATION				
	City of Santa Fe Children & 200 Lincoln Ave, Rm #122	Yout	h Coi	nmission	THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE CA IEREOF, NOTICE WILL I CY PROVISIONS.		
Santa Fe, NM 87501										

AUTHORIZED REPRESENTATIVE

Vigle Mat

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THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO TX 78251

March 20, 2025

City of Santa Fe Children & Youth Commission 200 LINCOLN AVE RM 122 SANTA FE NM 87501-1904

## Account Information:

Policy Holder Details : NEW MEXICO IMMIGRANT LAW CENTER

# Contact Us

Need Help? Chat online or call us at (866) 467-8730. We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

Ąc	ć	CERTIF		<b>\TE</b>	OF LIABI	LIT	Y INSUR	ANCE		DATE (MM/DD/YYYY) 03/20/2025
TH PC	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.									
1	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not									
1	-	ect to the terms and conditions er rights to the certificate holde		-		-	/ require an enc	lorsement. A	statement on this certi	ficate does not
PRO	DUCI	ER				CONTA				
ALL 5280		IT INSURANCE SERVICES INC/	PHS			NAME: PHONE		) 467-8730	FAX	
		rtford Business Service Center				(A/C, N	o, Ext):		(A/C, No):	
		/iseman Blvd				E-MAIL			I	
San	Ant	tonio, TX 78251				ADDIC		RER(S) AFFORD	NG COVERAGE	NAIC#
INSU						INSUR	ERA: Sentin	el Insurance C	ompany Ltd.	11000
		IEXICO IMMIGRANT LAW CENT X 7040	ER		F	INSUR		rd Fire and Its	P&C Affiliates	00914
		UERQUE NM 87194-7040			-	INSUR				
					F	INSUR				
						INSUR				
	/==	RAGES C	CDTI		E NUMBER:	INSURI		DEVIS	ION NUMBER:	
		IS TO CERTIFY THAT THE POLICIE				W HAV	E BEEN ISSUED			HE POLICY PERIOD
		ATED.NOTWITHSTANDING ANY RI IFICATE MAY BE ISSUED OR M			,					
		IS, EXCLUSIONS AND CONDITIONS								JECT TO ALL THE
INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	R	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMIT	S
		COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	X General Liability					00			MED EXP (Any one person) PERSONAL & ADV INJURY	\$10,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:		52 SBA TZ1102		02	2 08/19/2024	08/19/2025		\$2,000,000	
									GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
										+ -,
	AU								COMBINED SINGLE LIMIT	\$2,000,000
		ANY AUTO							(Ea accident) BODILY INJURY (Per person)	
A		ALL OWNED SCHEDULED AUTOS AUTOS			52 SBA TZ11	02	08/19/2024	08/19/2025	BODILY INJURY (Per acciden	i)
	х								PROPERTY DAMAGE (Per accident)	
									EACH OCCURRENCE	
		EXCESS LIAB CLAIMS-							AGGREGATE	
		DED RETENTION \$								
	wo	DRKERS COMPENSATION							X PER OTH	-
	AN AN	ID EMPLOYERS' LIABILITY IY Y/N							E.L. EACH ACCIDENT	\$1,000,000
в		OPRIETOR/PARTNER/EXECUTIVE	N/ A		52 WEC GA24	113	08/19/2024	08/19/2025	E.L. DISEASE -EA EMPLOYE	
	(Ma	andatory in NH) res, describe under							E.L. DISEASE - POLICY LIMIT	\$1,000,000
										\$1,000,000
DESC	RIP	TION OF OPERATIONS / LOCATIONS / V	EHICLE	S (ACO	 RD 101, Additional Rem	narks Se	chedule, may be atta	ched if more spac	e is required)	
Tho	se u	usual to the Insured's Operations.								
		FICATE HOLDER							E DESCRIBED POLICIES	
	City of Santa Fe Children & Youth Commission						BEFORE THE EX	KPIRATION DAT	TE THEREOF, NOTICE WI	
		ICOLN AVE RM 122				$\vdash$	IN ACCORDANC		DLICY PROVISIONS.	
SAN	IA	FE NM 87501-1904								
	Supar J. Castaneda									
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DATE (MM/DD/YYYY)

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# NMILC Legal Aid Packet

Final Audit Report

2025-06-18

Created:	2025-06-12
Ву:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhB0Odzr-ERVYCByMGrNHhb6dpu51ZalE

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China Sarta fee

Signature:

Email: xivigil@santafenm.gov