



City of Santa Fe, New Mexico

Memorandum



Date: March 24, 2026

To: Chief Brian Moya, Interim City Manager

Via: Manuel Sanchez, Senior Services Division Director/Interim Community Services Dept. Director *Manuel Sanchez*

From: Theresa Trujillo, Senior Services Program Manager *Theresa Trujillo*

RE: Marbella Santa Fe

ITEM AND ISSUE:

Community Services Department respectfully requests your review and approval of a memorandum of agreement for the Care Companion Program for a term through January 31, 2029.

BACKGROUND AND SUMMARY:

Attached for your signature is a Volunteer Station Agreement between Marbella Santa Fe and the City of Santa Fe. Our state funding source (New Mexico Aging & Long-Term Care Services Department) requires that we have these documents in place when providing volunteer services via our Companion Care Program (CCP). The Volunteer Station Agreement outlines the responsibilities of both the city as well as the volunteer station.

ACTION REQUESTED:

The Community Services Department/Senior Services Division respectfully requests your review and approval.

VOLUNTEER STATION AGREEMENT

This Volunteer Station Agreement ("Agreement") is made and entered into by and between Marbella Santa Fe (the "Volunteer Station") and the City of Santa Fe (the "Sponsor"). The date of this Volunteer Station Agreement shall be the date when it is executed by the Sponsor.

RECITALS

WHEREAS, Volunteer Station is a long-term care facility in an assisted living or nursing home setting, providing care to long-term community residents who are older adults and people with disabilities who are unable to live independently for various reasons.

WHEREAS, Sponsor desires to enter into an agreement to offer care companion volunteers ("Volunteers") who will provide regular visits to long-term care community residents ("Care Companion Program" or "CCP").

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

A. The Parties agree to abide by the below listed Basic Provisions. The Sponsor representative who will serve as liaison with the Volunteer Station is City of Santa Fe Senior Services Program Manager: Theresa Trujillo, 1121 Alto Street, Santa Fe, NM 87501; telephone number (505) 955-4745.

B. The Volunteer Station supervisor who will serve as liaison with the Sponsor and will be directly responsible for volunteer orientation and supervision is the respective care coordinator and is designated as the Volunteer Station Representative: Paul Sanchez, Executive Director, 640 Alta Vista Street, Santa Fe, NM 87505; telephone number - Front Desk or 505-984-8422. .

C. All volunteers placed with the Volunteer Station by the Sponsor pursuant to this Agreement shall be required to abide by the Volunteer Station's policies and procedures, including procedures related to orientation, training, and background checks for all volunteers providing services for or on behalf of Volunteer Station.

D. Nothing herein shall be construed to create an employment relationship between the Volunteer Station and any volunteer performing services here under. Sponsor acknowledges and agrees that any volunteer performing services hereunder shall not be entitled to any compensation, insurance, or benefits from the Volunteer Station, including without limitation, unemployment benefits and workers' compensation coverage.

E. Sponsor agrees that Volunteer Station may remove immediately from any Volunteer Station site or program any volunteer who, in the sole judgment of Volunteer Station, presents a risk of harm or injury to himself/herself or any staff member, volunteer, family member, or client of Volunteer Station.

I. BASIC PROVISIONS

A. The Sponsor will:

(1) Place 1-4 Volunteers (see Exhibit A) to serve approximately 5-40 hours per week with approval of the Care Companion Manager in accordance with Care Companion guidelines (see Exhibit A).

(2) Recruit, interview, enroll and refer volunteers in the project.

(3) Provide periodic orientation to Volunteer Stations.

(4) Refer volunteers to the Volunteer Station for individual assignments.

(5) Retain full responsibility for the management and fiscal control of the project.

(6) Arrange for the transportation, and provide transportation if needed, for all Care Companion Program Volunteers who are aged 60 or over, through the City of Santa Fe's Senior transportation program to and from the Volunteer Station.

(7) Within the limits of available resources and in compliance with City and project policy, ensure each volunteer is reimbursed for, provided with or receives assistance with the cost of a meal provided during the volunteer's scheduled hours.

(8) Specify activities to be performed by the volunteers under the direction of the Volunteer Station in cooperation with the Care Companion Program project guidelines as well as Sponsor's staff.

(9) Provide in-service training for volunteers at least once a month for two hours.

(10) Ensure a written Agreement is signed by The New Mexico Aging and Long-Term Care Services Department, establishing program requirements, performance measures, and oversight, engaging persons in volunteer service to meet critical community needs to the residents of long-term care facilities for the Care Companion Program. (*see Intergovernmental Agreement between City of Santa Fe and Aging & Long-Term Services Department #26-624-4000-0024 and any amendments*).

B. The Volunteer Station will:

(1) Designate a coordinator to serve as liaison with the project.

(2) Provide supervision of volunteers while on site and ensure the volunteers are not left unattended.

(3) Provide Volunteers with assignments that utilize their skills and training.

(4) Assist Sponsor in the coordination of volunteer assignments, orientation, in-service instruction, and other project related activities.

- (5) Have the right to request the Sponsor to reassign volunteers.
- (6) Provide for adequate health and safety protection of volunteers.
- (7) Collect and validate appropriate volunteer reports for submission to the Sponsor.
- (8) In consultation with the Sponsor, make investigations and reports regarding

accidents and injuries involving volunteers if they occur during the program.

II. TERM AND EFFECTIVE DATE

This Agreement is effective when signed by the Sponsor and will terminate on January 31, 2029, unless terminated pursuant to Article III below.

III. TERMINATION

This Agreement may be terminated by the Sponsor upon 10 days written notice to the Volunteer Station.

The Volunteer Station shall render a final report of the services performed up to the date of termination and shall turn over to the Sponsor original copies of all work product, research, or papers prepared under this Agreement.

IV. INDEMNIFICATION

The Volunteer Station shall indemnify, hold harmless, and defend the Sponsor from all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, action, or demand whatsoever arising from the Volunteer Station's performance under this Agreement as well as the performance of the Volunteer Station's employees, agents, representatives, and subcontractors, including payment of all attorneys' fees and costs.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, Section 41-4-1, et seq. NMSA 1978, as amended.

The Sponsor 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 limitations of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

VI. RECORD AND AUDIT

The Volunteer Station shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time, and nature of services rendered.

These records shall be subject to inspection by the Sponsor, the Department of Finance and Administration, and the State Auditor. The Sponsor shall have the right to audit the billing both before and after payment.

VII. APPLICABLE LAW; CHOICE OF LAW; VENUE

Volunteer Station shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the City of Santa Fe. In any action, suit, or legal dispute arising from this Agreement, the Volunteer Station agrees that the laws of the State of New Mexico will govern. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

VIII. NON-DISCRIMINATION

During the term of this Agreement, the Volunteer Station shall not discriminate against any employees or applicant for an employment or volunteer position to be used in the performance of services by the Volunteer Station hereunder based on ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

IX. AMERICANS WITH DISABILITIES ACT (ADA)

Both parties shall meet the standards set by the Americans with Disabilities Act (ADA), which prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay services, meaning that all electronic and information technology must be accessible to people with disabilities.

X. AMENDMENT

This Agreement shall not be altered, changed or modified except by amendment in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

VOLUNTEER STATION:
Marbella Santa Fe

BRIAN MOYA

Brian Moya, Interim City Manager

Date: **03/26/2026**
.....

Paul Sanchez

Paul Sanchez, Executive Director

Date: **Mar 23, 2026**
.....

ATTEST:

Geralyn Cardenas

Geralyn Cardenas, Interim City Clerk

APPROVED AS TO FORM:

Sarah Piltch

Sarah Piltch (Mar 24, 2026 09:49:52 MDT)

Sarah Piltch, Assistant City Attorney

Exhibit A

1. Under the direction of the City of Santa Fe Senior Services Division Care Companion Program (CCP) staff and the assigned Volunteer Station Supervisor, the CCP volunteers will provide regular visits to long-term care community residents and develop "authentic" relationships that support socialization and engagement. CCP assignments shall provide for Volunteers to give direct services to one or more eligible adults that:
 - A. Result in person-to-person supportive relationships with each client served.
 - B. Are meaningful to the CCP Volunteer.
 - C. Are supported by appropriate orientation, training, and supervision.
2. CCP Volunteers shall not provide services such as those performed by medical personnel, services to large numbers of clients, custodial services, administrative support services, or other services that would detract from their assignment.

CCP Volunteer Activities

1. Provide support and companionship to older adults 55 and older and people with disabilities residing in assisted living and long-term care facilities.
2. Offer friendly conversation and company, perhaps while doing hobbies etc.
3. Provide emotional support and socialization.
4. Submit weekly time sheets and, if applicable, mileage and meal reimbursement forms, to the CCP office in a timely manner. (*see* Intergovernmental Agreement between City of Santa Fe and Aging & Long-Term Services Department #26-624-4000-0024 and Senior Services Division policy regarding mileage and reimbursement).
5. Attend monthly mandatory in-service training.

Signature: *Erika Quintana*

Email: efquintana@santafenm.gov