

**CITY OF ALBUQUERQUE**  
Albuquerque, New Mexico  
Office of the Mayor

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

December 26, 2024

**TO:** Dan Lewis, President, City Council

**FROM:** Timothy M. Keller, Mayor



**SUBJECT:** Request authorization of a funding increase to a Social Service Agreement with Good Shepherd Center, Inc. to provide Permanent Supportive Housing services.


The City of Albuquerque is transferring the management of 15 Permanent Supportive Housing (PSH) vouchers from Supportive Housing Coalition (SHC) to Good Shepherd Center, Inc. (GSC) due to SHC's inability to meet contractual obligations, which has disrupted service delivery and jeopardized housing stability. GSC's existing contract of \$300,000.00 for PSH vouchers, contract number 2025SSAMD00000054, procured through a competitive multi-year RFQ process, will be amended to include additional funding of \$80,000.00 (previously allocated to SHC), to assume these services. These 15 additional households served will bring GSC's total population served to 30 households. Of the 10 providers originally procured for PSH vouchers, 3 agreed to take on additional vouchers—one within their 20% funding threshold and two requiring Council approval—while one provider declined, and six serve target populations unsuitable for the available vouchers. This adjustment ensures continuity of services for vulnerable residents and requires Council approval to reallocate the necessary funds to GSC's existing contract.

The social service agreement with GSC will not exceed the total amount of \$380,000.00, for the time period of July 1<sup>st</sup>, 2024 through June 30<sup>th</sup>, 2025.

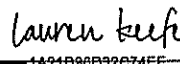
The Department of Health, Housing and Homelessness respectfully forwards this request to the Council for consideration and action.

**Legislation Title:** Request authorization of a funding increase to a Social Service Agreement with Good Shepherd Center, Inc. to provide Permanent Supportive Housing services.

Approved:


  
12/30/24  
Samantha Sengel, EdD Date  
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:  
  
1A21B96D32C74EE... 12/30/2024 | 9:37 AM MST  
Lauren Keefe Date  
City Attorney

<sup>DS</sup>  
WS

Recommended:

DocuSigned by:  
  
14BC7466B164D9... 12/27/2024 | 2:44 PM MST  
Gilbert Ramirez, Director Date  
Dept. of Health, Housing, & Homelessness



# City of Albuquerque

## Mayor's Office

Timothy M. Keller, Mayor

### Inter-Office Memorandum

December 24, 2024

**To:** Timothy M. Keller, Mayor  
**From:** Dr. Samantha Sengel, Chief Administrative Officer   
**Subject:** Signature Authority

I will be out of the office starting Thursday, December 26, 2024 through Wednesday, January 1, 2025, returning to the office on Thursday January 2, 2025.

During this time, signature authority for the Office of the CAO will be as follows:

**Thursday 12/26/24 – Friday 12/27/24**

COO Patrick Montoya  
Office: 505-768-3000  
Email: [patrick@cabq.gov](mailto:patrick@cabq.gov)

**Saturday 12/28/24 – Wednesday 1/1/25**

CFO Kevin Sourisseau  
Office: 505-768-3000  
Email: [ksourisseau@cabq.gov](mailto:ksourisseau@cabq.gov)

CC/ Email distribution:  
Mayor Keller's Executive Team  
Department Directors

## **Cover Analysis**

### **1. What is it?**

This is an EC to request authorization of a funding increase to a Social Service Agreement with Good Shepherd Center, Inc. to provide Permanent Supportive Housing services.

### **2. What will this piece of legislation do?**

Authorize the funding increase to the agreement with the Good Shepherd Center.

### **3. Why is this project needed?**

To provide PSH Services, which include case management, rental assistance, and other supports, to fifteen (15) households experiencing homelessness. These 15 additional households served will bring the Good Shepherd Center, Inc.'s total population served to 30 households.

### **4. How much will it cost and what is the funding source?**

Up to \$80,000.00 of General Funds budgeted for the project with a different provider as Supportive Housing Coalition is no longer contracting with the City. The costs will be funded with FY25 existing budget in HH-Affordable Housing.

### **5. Is there a revenue source associated with this legislation? If so, what level of income is projected?**

No.

### **6. What will happen if the project is not approved?**

The Department of Health, Housing, & Homelessness will not be able to contract with the Good Shepherd Center to provide the services noted, which will result in 15 households to lose housing supports and go unhoused.

### **7. Is this service already provided by another entity?**

There are 10 other PSH providers contracted with the City of Albuquerque to administer PSH programs. The other existing programs are at capacity and unable to keep up with the demand for this housing type.



### FISCAL IMPACT ANALYSIS

TITLE: Request authorization of a funding increase to a Social Service Agreement with Good Shepherd Center, Inc. to provide Permanent Supportive Housing services. R: O: FUND: 110 DEPT: 3016006

- [X] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- [] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages				-
Fringe Benefits at Subtotal Personnel		-	-	-
Operating Expenses		-	-	-
Property		-	-	-
Indirect Costs		-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[X] Estimated revenues not affected				
[ ] Estimated revenue impact				
Revenue from program				
Amount of Grant				
City Cash Match				
City Inkind Match				
City IDOH				
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.  
\* Range if not easily quantifiable.

Number of Positions created

COMMENTS: To provide PSH Services to thirty (30) households experiencing homelessness, up to \$380,000.00 of General Funds. FY 25 budget for this contract was appropriated in C/S R -24-36, R-2024-036 (3000009 - HH-Affordable Housing).

#### COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

APPROVED:

DocuSigned by: Vicki Schwab 12/27/2024 | 2:08 PM MST  
EF4443E012F2800  
FISCAL MANAGER

DocuSigned by: Ellen Braden 12/27/2024 | 2:44 PM MST  
F5594011A531164D9...  
DIRECTOR (date)

REVIEWED BY:

DocuSigned by: Haiyan Zhao 12/27/2024 | 4:10 PM MST  
E1168E311200000  
EXECUTIVE BUDGET ANALYST

DocuSigned by: Donna Sandoval 12/27/2024 | 4:13 PM MST  
F5594011A531164D9...  
BUDGET OFFICER (date)

Signed by: Christine Bomer 12/30/2024 | 9:33 AM MST  
F5594011A531164D9...  
CITY ECONOMIST

**EXHIBIT A**

City of Albuquerque  
 Department of Health, Housing & Homelessness

**FIN #3: Request for Budget Revision (Part A)**

1. Agency Name and Mailing Address Good Shepherd Center, PO Box 749 Albuquerque, NM 87103		2. Telephone Number 505 243-2527 Ext 300	
3. Project Title Permanent Supportive Housing		4. Contract Number	5. Budget Revision # 1
<b>6. Expenditure Category</b>	<b>Approved Budget</b>	<b>Revised Amount</b> <Decrease> Increase	<b>Proposed Revised Budget</b>
Salaries and Wages	\$ 39,827.00	\$ 13,664.00	\$ 53,491.00
Payroll Taxes & Employee Benefits	\$ 7,237.00	\$ 2,353.00	\$ 9,590.00
<b>Total Personnel Costs</b>	<b>\$ 47,064.00</b>	<b>\$ 16,017.00</b>	<b>\$ 63,081.00</b>
Contractual Services	\$ 14,985.00	\$ 4,995.00	\$ 19,980.00
Audit Costs			
Consumable Supplies	\$ 1,597.00	\$ 533.00	\$ 2,130.00
Telephone	\$ 1,035.00	\$ 345.00	\$ 1,380.00
Postage and Shipping			\$ -
Occupancy: Rent			\$ -
Occupancy: Utilities			\$ -
Occupancy: Other			\$ -
Equipment Lease			\$ -
Equipment Maintenance			\$ -
Printing and Publications			\$ -
Travel: Local			\$ -
Travel: Out-of-Town			\$ -
Conferences, Meetings			\$ -
Direct Assistance to Beneficiaries	\$ 89,820.00	\$ 76,954.00	\$ 166,774.00
Membership Dues	\$ 729.00	\$ 521.00	\$ 1,250.00
Equipment, Land and Buildings			\$ -
Insurance	\$ 7,066.00	\$ 6,026.00	\$ 13,092.00
Fuel and Vehicle Maintenance	\$ 1,340.00	\$ 3,700.00	\$ 5,040.00
<b>Total Operating</b>	<b>\$ 116,572.00</b>	<b>\$ 93,074.00</b>	<b>\$ 209,646.00</b>
<b>Total Direct Costs (Personnel &amp; Operating)</b>	<b>\$ 163,636.00</b>	<b>\$ 109,091.00</b>	<b>\$ 272,727.00</b>
<b>Indirect Costs</b>	<b>\$ 16,364.00</b>	<b>\$ 10,909.00</b>	<b>\$ 27,273.00</b>
<b>Total Project Expenses</b>	<b>\$ 180,000.00</b>	<b>\$ 120,000.00</b>	<b>\$ 300,000.00</b>
Submitted by: <i>Bo M. Ju</i>		Date 8/21/2024	

(Signature of Authorized Official)

Note: The Request for Budget Revision must be signed and dated by an authorized official of the agency. If the proposed revision includes changes to personnel, APP #4: Project Budget Detail Form- Personnel, must be attached. All requests for budget revision must also include FIN #4: Request for Budget Revision (Part B-Narrative).

DocuSigned by: For Department Use Only			
Recommended by Program Staff	<i>Sty Simmons, Duhra</i>	Date: 9/19/2024   3:29	PM MDT
Reviewed by Fiscal Officer	<i>Bo M. Ju</i>	Date: 9/20/2024   2:15	PM MDT
Approved by Fiscal Manager	<i>Anna M. Lujan</i>	Date: 9/20/2024   2:18	PM MDT
Approved by Division Manager	<i>Armino Arceveda</i>	Date: 9/20/2024   2:21	PM MDT

rev. May 2017 spdsht Jan 2019

MV 8.21.24

**City of Albuquerque  
 Department of Health, Housing & Homelessness  
 APPENDIX #4 - Project Budget Detail Form - Personnel**

1. Agency Name: Good Shepherd Center

2. Project Title: Permanent Supportive Housing

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

<b>3. FTE on Program</b>	<b>Position Title</b>	<b>Salary for the Program</b>	<b>City Funding Requested</b>	<b>Percent Requested</b> <i>(Amount Requested / Salary to the Program)</i>
1.0	Program Manager	\$ 56,460.00	\$ 28,230.00	50.00%
1.0	Housing Specialist	\$ 47,134.00	\$ 23,567.00	50.00%
1.0	Housing Specialist	\$ 5,148.00	\$ 1,694.00	32.91%
<b>4. Salaries &amp; Wages</b>		<b>\$ 108,742.00</b>	<b>\$ 53,491.00</b>	<b>49.19%</b>
<b>5. Payroll Taxes and Employee Benefits *</b>		<b>\$ 19,496.00</b>	<b>\$ 9,590.00</b>	<b>49.19%</b>
<b>6. Total Personnel Costs</b>		<b>\$ 128,238.00</b>	<b>\$ 63,081.00</b>	<b>49.19%</b>

7. \* Payroll Taxes: FICA @ 7.65

Employee Benefits: Health Insurance @10.28%

MV 8.21.24

- 7.65% FICA
- 10.28% Benefits (\$860/month)
- 17.93% Total

Cross Check	Cross Check	
\$ 128,238.00	\$ 63,081.00	Per App #2
\$ 128,238.00	\$ 63,081.00	Per Above
\$ -	\$ -	Variance should be zero

## FIRST AMENDED AGREEMENT TO #2025SS00000036

THIS FIRST AMENDED AGREEMENT is made and entered into upon the final date of signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and GOOD SHEPHERD CENTER INC, a New Mexico non-profit, P.O. Box 749, Albuquerque, NM 87103 (the "Contractor").

### RECITALS

WHEREAS, the City and the Contractor entered into an Agreement # 2024SS00000085, dated July 1, 2024, hereafter referred to as the "Original Agreement," whereby the Contractor agreed to provide certain services to the City; and

WHEREAS, the Original Agreement was given an end date of March 31, 2025, and was funded in the amount of \$180,000; and

WHEREAS, the City requires an extension to the Services performed for an additional three (3) months and has determined additional funding in the amount of ONE HUNDRED TWENTY THOUSAND AND NO 00/100 DOLLARS (\$120,000.00) is appropriate, bringing the total Original Agreement compensation amount to THREE HUNDRED THOUSAND AND NO 00/100 DOLLARS (\$300,000.00); and

WHEREAS, in this FIRST Amended Agreement, the parties agree that they will extend the time of performance from March 31, 2025 to June 30, 2025; and

WHEREAS, the Contractor is agreeable to the extension of services for additional funding.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto mutually agree as follows:

1. Exhibit B, Appendix #4 of the Original Agreement is hereby amended by deleting that Appendix in its entirety and replacing it with the attached Exhibit A, Appendix #4 to this FIRST Amended Agreement in lieu thereof.
2. The revised budget is attached as Exhibit B to this FIRST Amended Agreement.
3. Section 3 of the Original Agreement is hereby amended by deleting that Section in its entirety and replaced it with the following Section 3 in lieu thereof as follows:

Time of Performance: Services of the Contractor designated herein are to commence on July 1, 2024, and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Agreement, but in any event, all of the Services required hereunder shall be completed by June 30, 2025. By signing this Agreement, the parties ratify all actions taken in accordance with the terms and conditions of this Agreement, from July 1, 2024, through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of the Original Agreement, including but not limited to insurance requirements and

indemnification, are applicable continuously commencing on the date of execution of the Original Agreement.

4. Section 4, subsection A. of the Original Agreement is hereby amended by deleting that subsection only and replacing it with the following Section 4, subsection A. as follows:

Maximum Compensation: For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor a total amount not to exceed THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services per the "City Budgets" attached hereto and made a part hereof as Exhibit B.

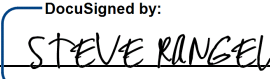
5. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this FIRST Amended Agreement, in which event, the terms and conditions of this FIRST Amended Agreement shall control.
6. Approval Required. This Agreement shall not become effective or binding upon the City until approved by the highest authority required by the City under this Agreement.
7. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.


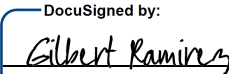
**CONTRACTOR:**

Company:

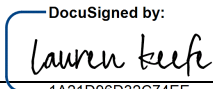
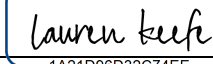
Approved By:   
Name: STEVE RANGEL

Date: 10/8/2024 | 5:43 PM CDT  
Title: Board President

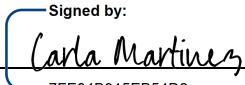

**CITY OF ALBUQUERQUE:**

  
Name:   
Gilbert Ramirez

Date: 10/9/2024 | 12:14 PM MDT  
Title: Director

  
Name:   
Lauren Keefe

Date: 10/9/2024 | 1:33 PM MDT  
Title: City Attorney

  
Name:   
Carla Martinez

Date: 10/30/2024 | 4:41 PM MDT  
Title: Associate Chief Administrative off

**EXHIBIT A**

City of Albuquerque  
 Department of Health, Housing & Homelessness

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	<b>Approved</b>	<b>Revised Amount</b>	<b>Proposed</b>
<b>6. Expenditure Category</b>	<b>Budget</b>	<b>&lt;Decrease&gt; Increase</b>	<b>Revised Budget</b>
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Submitted by: <i>Bo M. Ju</i>		Date 8/21/2024	

(Signature of Authorized Official)

Note: The Request for Budget Revision must be signed and dated by an authorized official of the agency. If the proposed revision includes changes to personnel, APP #4: Project Budget Detail Form- Personnel, must be attached. All requests for budget revision must also include FIN #4: Request for Budget Revision (Part B-Narrative).

DocuSigned by: For Department Use Only			
Recommended by Program Staff	<i>Stacy Simmons, Duha</i>	Date: 9/19/2024   3:29	PM MDT
Reviewed by Fiscal Officer	<i>[Signature]</i>	Date: 9/20/2024   2:15	PM MDT
Approved by Fiscal Manager	<i>Anna M. Lujan</i>	Date: 9/20/2024   2:18	PM MDT
Approved by Division Manager	<i>[Signature]</i>	Date: 9/20/2024   2:21	PM MDT

rev. May 2017 spdsht Jan 2019

MV 8.21.24

**City of Albuquerque  
 Department of Health, Housing & Homelessness  
 APPENDIX #4 - Project Budget Detail Form - Personnel**

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2. Project Title: Permanent Supportive Housing

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 Employee Benefits: Health Insurance @10.28% MV 8.21.24

7.65% FICA  
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Cross Check	Cross Check	
\$ 128,238.00	\$ 63,081.00	Per App #2
\$ 128,238.00	\$ 63,081.00	Per Above
\$ -	\$ -	Variance should be zero





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/3/2024

**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).**

<b>PRODUCER</b> Artex Risk Solutions, Inc. (CB) 2850 Golf Road, 5th Floor Rolling Meadows IL 60008-4050	<b>CONTACT NAME:</b> Christian Brothers Services <b>PHONE (A/C, No, Ext):</b> 800-807-0300 <b>FAX (A/C, No):</b> 630-378-2508 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td><b>INSURER B :</b> Old Republic Union Insurance Company</td> <td style="text-align: center;">31143</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Old Republic Insurance Company	24147	<b>INSURER B :</b> Old Republic Union Insurance Company	31143	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> Brothers of the Christian Schools & Affiliates LOC #1176004 GOOD SHEPHERD CENTER 1205 Windham Parkway Romeoville IL 60446-1679	CHRIBRO-14														

**COVERAGES** **CERTIFICATE NUMBER:** 1279832029 **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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y	Y	822400 1325596	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ No Agg. PRODUCTS - COMP/OP AGG \$ No Agg. \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB 21543	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Automobile Liability	Y	Y	822400 1325596	6/15/2024	6/15/2025	Occ/No agg \$9,000,000
B	Sexual Misconduct-Claims made	N	N	822400 1325596	6/15/2024	6/15/2025	Occ/Agg \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Waiver of Subrogation (where allowed by law) per attached endorsement is provided under the General Liability and Automobile Liability coverages per fully executed written contract.  
 The certificate holder is added as an additional insured under the General Liability per attached endorsement per prior written contract and under Auto Liability per attached endorsements - per agreement. Primary Non-Contributory coverage is provided under the Primary General Liability per prior written contract per the attached endorsement. Coverage is solely, strictly, and specifically with regards to:  
 Grant Application of Good Shepard Center.

<b>CERTIFICATE HOLDER</b>  The City of Albuquerque PO Box 1293 Albuquerque NM 87103	<b>CANCELLATION</b>  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 
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# OLD REPUBLIC UNION INSURANCE COMPANY

Attaching to and forming part of Policy No. 822400 1325596

Named Insured: THE RELIGIOUS AND CHARITABLE RISK POOLING TRUST OF THE BROTHERS OF THE CHRISTIAN SCHOOLS AND AFFILIATES

Effective date of this endorsement is June 15, 2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under SECTION II INSURING AGREEMENT C, GENERAL LIABILITY COVERAGE defined within the Coverage Agreement

### SECTION 1: Schedule

Name of Additional Insured Persons(s) or Organization(s):	Designated Location(s) Of Covered Operations:
<p><b>ANY PERSON OR ORGANIZATION WHEN YOU HAVE AGREED IN A WRITTEN CONTRACT FOR THAT PERSON OR ORGANIZATION TO BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.</b></p>	

If no entry appears above, information required to complete this endorsement will be shown in the Certificate of Coverage as applicable to this endorsement.

### Section II Insuring Agreement C -Name of Insured Amended

- A. **Who Is An Insured** defined in the General Insurance Agreement is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability in the performance of the Named Insured's ongoing operations for the Additional Insured(s) at the Location(s) designated in the Schedule above for "bodily injury" or "property damage", caused in whole or in part, by the Named Insured's acts or omissions which takes place after the execution of a written agreement with the Additional Insured(s).
- B. For the coverage provided by this endorsement: the following paragraph is added to Section IV –General Conditions, Section II, Insuring Agreement C-General Liability.  
  
This insurance is primary insurance as respects to this coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and noncontributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
- C. **Who Is An Insured** is also amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the "Named Insured's work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

The most we will pay is the amount of insurance required by the written contract or the amount of applicable limits of insurance under this policy; whichever is less.

This Insurance does not apply to any claims or suits seeking damages, including defense, arising out of, directly or indirectly, from any actual or alleged participation in any act of sexual misconduct, sexual harassment, sexual molestation, sexual abuse or any claim sexual in nature, physical or mental, of any person.

Except as amended in this endorsement, this insurance is subject to all coverage terms, clauses and conditions in the policy to which this endorsement is attached and only applies to the extent permitted by law.



**CHRISTIAN  
BROTHERS  
SERVICES**

**Risk Pooling Trust BENEFICIARY COPY**

1205 Windham Parkway  
Romeoville, IL 60446-1679  
630-378-2900 / 800-807-0300  
Fax 630-378-2508

Beneficiary Number	Benefit Period	
	From	To
1176004	06/15/2024	06/15/2025
12:01 A.M. Standard Time at the described location		

Transaction	
RENEWAL DECLARATION	
Beneficiary Name and Address	Agent/Mail To
BR NICHOLAS FORAN GOOD SHEPHERD CENTER INC PO BOX 749 ALBUQUERQUE, NM 87103-0749	TED NESWOLD 9000012 S T NESWOLD & ASSOC INC 125 WINDSOR DR STE 106 OAK BROOK, IL 60523-4077  Telephone: 630-574-3573
Business Description	
HOUSING TEMPORARY	

CONTRIBUTIONS SHOWN REFLECT THE DEDUCTIBLE DISCOUNT, IF ANY. PAYMENT OF THE CONTRIBUTIONS ACKNOWLEDGE THE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED WITHIN THE PLAN DOCUMENT. THE FOLLOWING COVERAGES MAYBE SUBJECT TO DEDUCTIBLES, COMBINED SINGLE LIMITS AND ANNUAL AGGREGATE LIMITS AS STATED IN THE PLAN DOCUMENT.

COVERAGE DESCRIPTION	LIMIT	NUMBER OF UNITS	CONTRIBUTION
AUTO COVERAGE	\$ 1,000,000	5	\$ 7,000
EXC D & O LIABILITY COVERAGE	\$ 2,000,000		\$ 2,501
EXC SEXUAL MISCNDT LIAB COVG	\$ 750,000		\$ 18,500
EXCESS LIABILITY COVERAGES	\$ 49,000,000		\$ 1,500
GENERAL LIABILITY COVERAGE	\$ 1,000,000		\$ 3,001
<b>PROFESSIONAL LIABILITY COVG</b>	<b>\$ 2,000,000</b>		\$ 1,001
BOILER & MACHINERY COVERAGE	\$ 300,000,000		\$ 1,665
CRIME COVERAGE	\$ 250,000		\$ 3,588
EARTH MOVEMENT COVERAGE	\$ 10,000		\$ 58
FLOOD COVERAGE	\$ 10,000		\$ 96
TIME ELEMENT COVERAGE	\$ 1,000,000		\$ 1,752
PERSONAL CONTENTS	\$ 267,069		\$ 1,110
PROPERTY COVERAGE	\$ 3,884,000		\$ 11,788
Current Contribution for 06/15/2024 to 06/15/2025			\$ 53,560

ONLY THOSE COVERAGES HAVING A CORRESPONDING CONTRIBUTION ARE IN FORCE.

**\*\*\*Payment Terms\*\*\***

YOUR CONTRIBUTION IS SCHEDULED ON A NINE INSTALLMENT PLAN.  
PAYMENTS ARE DUE IN ONE MONTH INTERVALS;  
1ST INSTALLMENT DUE JULY 15, 2024, LAST INSTALLMENT DUE MARCH 15, 2025.

COVERAGES ARE SUBJECT TO CANCELLATION IF PAYMENTS ARE NOT RECEIVED BY THE ABOVE STATED DUE DATES.

FOR BILLING OR COVERAGE INQUIRIES, PLEASE CALL 1-800-807-0300.

THANK YOU FOR PARTICIPATING IN THE RISK POOLING TRUST.



**CHRISTIAN  
BROTHERS**  
SERVICES

1205 Windham Parkway

Romeoville, IL 60446-1679  
630-378-2900  
800-807-0300  
Fax 630-378-2508

BENEFICIARY COPY

**WORKERS COMP & EMPLOYERS LIABILITY  
COVERAGE**

Beneficiary Number		Benefit Period	
		From	To
WCV 1176004 44		01/01/2024	01/01/2025 12:01 A.M. Standard Time at the described location
Transaction			
RENEWAL DECLARATION			
Beneficiary's Name and Address		Agent	
BR NICHOLAS FORAN GOOD SHEPHERD CENTER INC PO BOX 749 ALBUQUERQUE, NM 87103-0749		TED NESWOLD S T NESWOLD & ASSOC INC 125 WINDSOR DR STE 106 OAK BROOK, IL 60523-4077  Telephone: 630-574-3573	
State ID 000000000	FEIN # 000000000	ID #	Business Description CAMP

1. Locations: See Extension of Information Page
2. The Benefit Period is from 01/01/2024 to 01/01/2025 12:01 a.m. Standard Time at the Beneficiary's mailing address.
3. A. Workers Compensation Coverage: Part ONE of the Benefit Schedule applies to the Workers Compensation Law of the states listed here: NEW MEXICO  
 B. Employers Liability Coverage: Part TWO of the Benefit Schedule applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:
 

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
- C. Other States Coverage: Part THREE of the Benefit Schedule applies to the states, if any, listed here:  
All states except NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, and states designated in Item 3.A.
4. All information required below is subject to verification and change by audit.

**SEE EXTENSION OF INFORMATION PAGE**

<b>Total Estimated Annual Contribution</b>	\$	2,895
<b>Renewal Deposit Contribution</b>	\$	2,895

**\*\*\*PAYMENT TERMS\*\*\***

YOUR WC CONTRIBUTION IS SCHEDULED ON A 2 INSTALLMENT PLAN:  
FIRST PAYMENT IS DUE JANUARY 15, 2024 (25% OF TOTAL CONTRIBUTION)  
LAST PAYMENT IS DUE MARCH 1, 2024 (75% OF TOTAL CONTRIBUTION)

COVERAGE IS SUBJECT TO CANCELLATION IF PAYMENTS ARE NOT RECEIVED BY THE ABOVE STATED DUE DATE.

FOR BILLING OR COVERAGE INQUIRIES, PLEASE CALL 1-800-807-0300.  
THANK YOU FOR YOUR PARTICIPATION IN THE RISK POOLING TRUST

## AGREEMENT

THIS AGREEMENT is made and entered into upon the final date of signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and GOOD SHEPHERD CENTER, INC, P.O. Box 749, Albuquerque, NM 87103, a New Mexico non-profit (the "Contractor").

## RECITALS

WHEREAS, the City has determined that it will provide basic social services to ensure that its residents are afforded access to basic services required to maintain a reasonable quality of life; and

WHEREAS, these services enhance the health, wellness, education and public safety of the City of Albuquerque; and

WHEREAS, the City has appropriated funds ("City Funds") for this purpose; and

WHEREAS, the City desires to engage the Contractor to render certain social services as described herein; and

WHEREAS, the Contractor represents that it has the expertise and resources necessary to render such social services; and

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Goals and Objectives: The Contractor agrees to accomplish the goals and objectives set out in Exhibit A to this Agreement in a satisfactory and proper manner, as determined by the City and within the financial resources provided.
2. Scope of Services: The Contractor shall perform the services set out in Exhibit A ("Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided.
3. Time of Performance: Services of the Contractor designated herein are to commence July 1, 2024, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by March 31, 2025. The execution of this Agreement was delayed, causing a gap between July 1, 2024 and the date of execution of this Agreement. By signing this Agreement, the parties ratify all actions taken in accordance with the terms and conditions of this Agreement, from July 1, 2024 through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2024.
4. Compensation and Method of Payment:

- A. **Maximum Compensation:** For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor a total amount not to exceed ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services per the "City Budgets" attached hereto and made a part hereof as Exhibit B.
- B. **Method of Payment:**
- (1) The City agrees to pay such sum to the Contractor on a cost reimbursement basis at no more than bi-weekly but no less than quarterly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement shall be reimbursed. The City shall withhold reimbursement to the Contractor for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Contractor is in full compliance with all the terms of this Agreement.
  - (2) All requisitions for payment submitted by the Contractor must be supported by documentation of Services provided in the Contractor's files, and indicate "pay now."
  - (3) Checks issued by the Contractor to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.
  - (4) The funds received by the Contractor under this Agreement shall be spent by the Contractor within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Contractor funds have already been spent.
  - (5) The City and the Contractor specifically agree that although the default payment schedule for the City is "net 30," under this Agreement the Contractor will be "pay now." This Agreement authorizes that the process required for payment may begin upon receipt of the invoice by the City, rather than 30 days after the invoice date.
- C. **Program Income:** Program Income refers to the gross income earned by the Contractor from City-supported activities. Program Income shall be treated as described in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, Section 13.B. Accounting for Program Income, as amended.
- D. **Responsibility to Monitor Contract:** Contractor shall be responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor

determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

5. Budget Revisions: The Contractor shall inform the City of any "line item" revisions to the City Budgets, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
6. Amendment to Agreement: Amendments to this Agreement shall be in writing and signed by both parties.
7. Fiscal Agent, Purchasing Agent, and Personnel Agent:
  - A. The Contractor shall serve as its own fiscal agent, purchasing agent, and personnel agent.
  - B. Contractor shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.
8. Performance Monitoring: The Contractor will from time to time provide assistance and information needed by City staff to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that City staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged.
9. Restrictions on Use of Funds:
  - A. Contractor must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting.
  - B. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low and moderate income residents, defined as residents having 80% or below of the median income of the Albuquerque Standard Metropolitan Statistical Area (SMSA).
10. Reversion of Assets: Upon the expiration of this Agreement, the Contractor shall transfer to the City any City Funds on hand at the time of expiration and any accounts receivable attributed to the use of City Funds. The Contractor shall ensure that any property that was acquired or improved in whole or in part with City Funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section

of the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.

11. Appropriations: Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council un-appropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.
  
12. Independent Contractor:
  - A. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
  - B. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
  - C. The Contractor certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the Drug-Free Workplace Act of 1988 (P.L. 100-690), and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.
  
13. Personnel:
  - A. The Contractor represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. Personnel salaries, benefits and other related costs may be paid for from City Funds as authorized in the City Budgets.
  - B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
  - C. None of the work or the Services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.



- D. The Contractor shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Contractor's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.
  - E. If the Services under this Agreement require the Contractor to work with or be in proximity to children or other vulnerable populations, the Contractor will comply with all applicable requirements contained in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.
14. Indemnity: The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or the Contractor's agents, employees, or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
15. Insurance: The Contractor shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Contractor or its agents. Before commencing the Services, and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:
- A. Commercial General Liability Insurance: A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000.00	Per Occurrence (or \$1,000,000 CGL and \$1,000,000 umbrella)
\$2,000,000.00	Policy Aggregate
\$1,000,000.00	Products Liability/Completed Operations
\$1,000,000.00	Personal and Advertising Injury
\$5,000.00	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- B. Commercial Automobile Liability Insurance (“CAL”): A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.
  - C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The Contractor must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business.
  - D. Professional Liability (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
  - E. Sexual Abuse Molestation Coverage: Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
  - F. Cyber Liability Coverage: N/A
  - G. Increased Limits: If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
16. Other Attachments: The Contractor must have on file with the City current copies of:
- A. its certificate of nonprofit incorporation;
  - B. the Contractor's articles of incorporation approved by the New Mexico Secretary of State Corporations Bureau;
  - C. a copy of the Contractor's corporate bylaws;
  - D. any license applicable to the Contractor's proposed activities;
  - E. a listing of the current governing board members;
  - F. a current organizational chart;
  - G. the Contractor's written personnel policies;

- H. the Contractor's written accounting policies and procedures;
- I. the Contractor's written procurement policies and procedures; and
- J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
  - (1) the major tasks or activities to be performed under this Agreement;
  - (2) the measurable objectives for each task; and
  - (3) the time frame within which the tasks will be accomplished.

- 17. Representations in Proposal: The City has relied on all representations in the Contractor's proposal relevant to this Agreement in making its award, and the Contractor warrants the accuracy of all representations made by the Contractor in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Contractor shall owe all amounts paid to it as liquidated damages.
- 18. Notices, Addresses: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Contractor.

For the City, notices may be sent to:

Director, Department of Health, Housing and Homelessness  
P.O. Box 1293  
Albuquerque, NM 87103

or for hand delivery:

Director, Department of Health, Housing and Homelessness  
400 Marquette NW, 5th Floor, Room 504  
Albuquerque, NM 87102

For Contractor, notices may be sent to:

Nicholas Foran  
Executive Director  
GOOD SHEPHERD CENTER INC  
P.O. Box 749  
Albuquerque, NM 87103

- 19. Required Assurances: During the performance of this Agreement, the Contractor agrees as follows:

- A. Non-Discrimination; Americans with Disabilities Act:

- (1) In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.
  - (2) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
  - (3) In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.
  - (4) The Contractor shall ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Contractor's employees are assigned to work.
  - (5) The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, or physical or mental handicap or disability.
- B. Use of Funds for Sectarian Religious Purposes: The Contractor covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
- (1) there will be no religious test for admission for services;

- (2) there will be no requirement for attendance at religious services;
  - (3) there will be no inquiry as to a client's religious preference or affiliation;
  - (4) there will be no proselytizing; and
  - (5) the Services provided will be essentially secular.
- C. Lobbying: The Contractor understands that utilization of any federally appropriated funds provided to the Contractor by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Contractor further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. *See Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended, for certifications and applicable rules.
- D. Accountability in Government: The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* ROA 1994 and Inspector General Ordinance, §2-17-1 *et seq.* ROA 1994.
- E. No Collusion: The Contractor covenants and warrants that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations regarding the performance of this Agreement.

20. Reports and Information:

- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the City of Albuquerque, such statements, records, data and information as the appropriate funding entity or the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning any work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.
- B. The Contractor will provide to the City, quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting quarter, and shall be in accordance with City of Albuquerque reporting instructions.
- C. The Contractor will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.

- D. Data and information provided to the Contractor by the City, and data and information collected by the Contractor as part of its performance under this Agreement, belongs to the City and is City property. Such data and information shall be returned to the City upon the term or termination of the Agreement unless the City provides written authorization for the Contractor to retain any such data or information.
21. Open Meetings Requirements: Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* ROA 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.
22. Active Board:
- A. The non-profit Contractor must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
- B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.
23. Debarment, Suspension, Ineligibility and Exclusion Compliance:
- A. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.
- B. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.
24. Establishment and Maintenance of Records: Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement.
25. Audits and Inspections:
- A. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

- B. Contractors who expend \$750,000 or more of federal funds during the year shall have an audit conducted, in compliance with 2 CFR 200, Subpart F – Audit Requirements, as applicable. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Contractors who receive \$25,000 or more in funding from the City, and do not fall under 2 CFR 200, Subpart F, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.
26. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of the City, month and year of the preparation, name of the Contractor and descriptive title.
28. Conflict of Interest: No member, officer, or employee of the Contractor, or any other person who exercises any functions or responsibilities with respect to the programs of the Contractor during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Contractor shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section.
29. Compliance with Laws: In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Contractor shall comply with the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement. Should any term or condition of this Agreement violate any federal, State or local requirement, the Contractor must comply with the federal State or local requirement. Should it come to the Contractor's attention that a term or condition of this Agreement violates any federal, State or local requirement, the Contractor will immediately bring such conflict to the attention of the City, in writing.
30. Assignability: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.
31. Termination for Cause:

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, including all Exhibits thereto, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
  - B. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
32. Termination without Cause by the City: The City may terminate this Agreement without cause at any time by giving at least forty-five (45) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
33. Force Majeure: The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes (“Force Majeure Events”) include, but are not restricted to: acts of God or the public enemy; acts of State, Federal, or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; floods; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.
34. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.



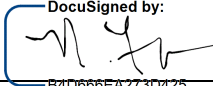
35. Enforcement: The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
36. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
37. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.
38. Forum Selection: Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.
39. Ethics and Campaign Practices: The Contractor agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") or the City of Albuquerque's Inspector General with any records or information pertaining in any manner to this Agreement whenever such records or information are within the Contractor's custody, are germane to an investigation authorized by the Board and are requested by the Board. The Contractor further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The Contractor agrees to require that all subcontractors or sub-consultants employed by the Contractor for any of the Services performed under the terms of this Agreement shall agree in writing to comply with the provisions of this Section. The Contractor and its sub-consultants or subcontractors shall not be compensated for its time or any costs it incurs in complying with the requirements of this Section.
40. Approval Required: This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.
41. Electronic Signatures: Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

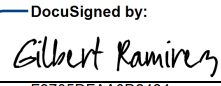
**CONTRACTOR:**

Company: GOOD SHEPHERD CENTER, INC

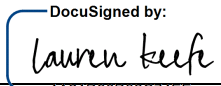
Approved By:   
Name: Nick Foran

Date: 8/1/2024 | 10:29 AM MDT  
Title: Executive Director

**CITY OF ALBUQUERQUE:**

  
Name: Gilbert Ramirez

Date: 8/1/2024 | 12:04 PM MDT  
Title: Director

  
Name: Lauren Keefe

Date: 8/5/2024 | 3:46 PM MDT  
Title: City Attorney

  
Name: Mariela M Ruiz-Angel

Date: 8/5/2024 | 4:09 PM MDT  
Title: Associate CAO

DS  
PP

## **EXHIBIT A**

### **FY2025 SCOPE OF SERVICES GOOD SHEPHERD CENTER: PERMANENT SUPPORTIVE HOUSING**

#### **A. Goals and Objectives:**

- 1.** To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
- 2.** To increase housing stability for households experiencing homelessness by providing Rental Assistance to subsidize the cost of suitable, stable housing.
- 3.** To increase behavioral health stability by providing case management that connects participants to support services.

#### **B. Scope of Services:**

The Contractor shall perform the following services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds and within the financial resources of this Agreement for the purpose of providing permanent Supportive Housing for a minimum of 15 households experiencing homelessness using the Housing First Model.

- 1. Output 1:** Provide rental assistance for a minimum of 15 households experiencing homelessness using the Housing First Model.

**Outcome 1:** A minimum of 80% of unduplicated households served will remain in the program or will exit to permanent housing (subsidized or unsubsidized) during the operating year.

- 2. Output 2:** The Contractor will provide case management. Case management will meet standards as listed in the Service Implementation and Reporting section.

**Outcome 2:** A minimum of 70% of unduplicated adults, identified by the program as the head of household, will maintain or increase their total income from all sources as of the end of the operating year or project exit.

#### **C. Service Implementation and Reporting:**

- 1.** Each household shall be provided with a clearly stated summary of the duration of the rental assistance, expectations for co-payment, and key dates to prepare for arranging stable independent housing as they transition out of the program.
- 2.** 100% of households served must have at least one member of the household with a disability that is expected to be long continuing or of indefinite duration; substantially impedes the individual's ability to live independently; could be improved by the

provision of more suitable housing conditions; and is a physical, mental, or emotional impairment or a developmental disability.

3. Approximately 100% of households must be residents referred by Good Shepherd Emergency Shelter, or referred by the City, space permitting. The contractor shall participate in city-convened collaboration case consultations to establish client-centered housing dispositions. Contractor is responsible in assisting individuals to obtain housing, including support to address obstacles. If there are additional housing vouchers available, the ACES prioritization list can be used as a referral.
4. The program must work collaboratively by accepting referrals from other organizations as identified and requested by the City.
5. Agencies will attend and participate in case conferencing as requested by the City.
6. Maintain appropriate participant records to document compliance with applicable regulations and guidelines along with compliance with this Agreement, including, but not limited to:
  - a) Written documentation in participant files indicating that the participant is, in fact homeless. Acceptable forms of documentation include: Homeless Management Information System (HMIS) street outreach service record, HOME Certification from local law office, shelter, or emergency medical service agency (on agency letterhead) or self-certification supported by other documentation when practical.
  - b) Rent reasonableness checklist and income certification in each participant file.
  - c) Initial needs assessment and at minimum 90-day re-assessments.
  - d) A copy of the lease, which must be between the program participant and the landlord, shall be included in the participant file.
  - e) A current Housing Assistance Payment Contract between the contractor and landlord.
7. Contractor shall provide program participants with policies and procedures, program agreements, lead based paint disclosures and information, termination policies, grievance policies, fair housing policy and Violence Against Women Act policy. Documentation that these have been provided must be signed and included in the file.
8. Comply with the Homeless Management Information System (HMIS) policies and enter all City sponsored program information and participant-specific data into the system.
  - a) Track household participation in HMIS.
  - b) Use an HMIS Annual Progress Report to obtain the required data for the quarterly report regarding number of households served, housing outcomes and income.
9. Utilize the Housing First principles in providing and maintaining suitable housing for the participants.

10. A VI-SPDAT will be conducted, and entered into HMIS, for each participating household. The Coordinated Entry System Prioritized List, as described in the Permanent Supportive Housing – Continuum of Care Common Standards, may be consulted to identify households suitable for Permanent Supportive housing.
11. Arrange for physical inspections of identified units by appropriate staff of the City or Contractor to certify that the units meet all Housing Quality Standards (HQS) established under 24 CFR § 983.101. An individual who has participated in the most current HUD approved housing inspection training and is certified, must conduct housing inspections. Rental assistance may not be extended to units that fail inspection. At a minimum, annual inspections must be conducted on each unit leased for this program to ensure that assisted units continue to meet housing inspection criteria.
12. Document that the rent is reasonable in relation to rents being charged for comparable units, considering the location, size, type, quality, amenities, facilities and management services. Rents may exceed HUD fair market rents, as long as the rent is justified as reasonable in relation to rents being charged for comparable units. Leases for the units shall be for a period of not less than one year and renewable month to month, and must be automatically renewable upon expiration, except on prior notice by either party.
13. The Contractor will be responsible for handling all funds and processing check requests. Checks will be made and submitted to the appropriate verified landlord/management company or licensed utility company. Checks will never be issued directly to a participant.
14. The cost to repair damages caused by a program participant in an apartment rented as a result of this Agreement is authorized by the City in the form of a security/damage deposit in an amount up to two month's rent to the landlord.
15. Rental costs for leased units that become vacant may be paid through the program for one month that allows for a 30-day notice to the landlord; thereafter, assistance through the program may resume only upon occupancy by an eligible participant. Contractor is responsible for verifying actual occupancy or vacancy of a unit prior to making payment.
16. Provide to the City a monthly report detailing at a minimum: participant name, unit address, date of occupancy of unit, date of departure from unit, date and amount paid for damage deposit, and monthly rental and utility amount which can be included with the request for reimbursement.
17. Prior to occupancy of leased units, enter into a written agreement with adult household members for whom a unit has been leased providing that the participant shall pay rent in accordance with section 3 (a) (1) of the U.S. Housing Act, with participant income calculated in accordance with 24 CFR Part 5. The written agreement must further specify that the participant shall supply to the Contractor the information or documentation necessary to verify the participant's income initially and provide information at any time regarding changes to participant's income or other circumstances that may result in

changes to the participant's share of the rental payment. The Contractor shall make an initial determination of income at the time a participant enters the program and no less than annually thereafter. Adjustments to the participant's share of rental costs must be made as necessary when changes to a participant's income are employer initiated. The City Department of Health, Housing and Homelessness shall provide technical assistance to the Contractor in determining income and participant rental payments in accordance with regulations. The Contractor assumes liability for any unpaid portion of a program participant's rent. The program participant is to pay their portion of the rent directly to the landlord, with the housing provider paying the remainder directly to the landlord.

18. For project based rental assistance the contractor will establish a secondary rental agreement with the program participant.
19. Case management and supportive services shall be made available to all program participants. The Contractor shall conduct an initial assessment of program participants that includes an assessment of personal needs, housing, eligibility entitlements, employment history, linkage to health care, job placement/job training services, life skills training, income support services, other support services and child education and care needs. The assessments may be completed in whole or in part by appropriately qualified staff of the Contractor or by a qualified third party. This assessment shall be the basis for the preparation of a supportive service plan that must be maintained for each participant in assisted housing.
20. The Contractor shall maintain a case record of participant's progress in meeting the goals established in the supportive services plan provided directly by the Contractor or through collaborative agencies. This case record shall incorporate progress reports from all service providers. Approximately every 90 days, the supportive services plan must be updated with the participant when participant consents, for the ensuing 90 days. The updated plan must be maintained in the participant record. In the cases where the participant did not consent to participate, the Contractor shall document attempts to communicate
21. The provision of case management and supportive services will utilize identifiable best practices.
22. The Contractor agrees to participate in networking activities as designated by the City to include but not be limited to two networking meetings per program year.
23. Ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project.
24. Cooperate with any City, State or Federal program data collection and evaluation efforts by providing the requested information for services delivered.

25. Ensure the City has accurate information about services, hours, address and contact information in order to have accurate information on City's website, associated dashboards, and 311 system.
26. The Contractor shall provide the City with policies and procedures regarding participant requirements, staff requirements for interaction with participants and defined terms that may cause termination of services from participating households.
27. The Contractor procedures shall include requirements and documentation process for staff to meet with and monitor progress with participants a minimum of once each month. In the event that contact is not achieved for two months, following three attempts, Contractor shall develop a communication plan with participant.
28. The Contractor shall make an action plan with the household to support continued stable housing at the same location or comparable affordable location prior to the end of a participating household's Housing agreement.
29. The Contractor will design program in such a way as to achieve equitable service provision and equitable results among participants served. Contractor will report out on outcome rates on outcomes of interest among different race and ethnicity populations served, specifically outcome 1.
30. The Contractor shall participate in the implementation of a social services referral platform, including attending training and responding to referrals received through the platform. This may include administration of a City-approved Social Determinants of Health Screening Tool when a participant engages and exits funded services, or annually depending on length of stay in services, participation in data sharing with other community and social organizations on program activities with consent of the participants served, and sharing aggregate and non-medical participant data with the City and other City-funded partners.
31. The Contractor will submit Quarterly Reports which consist of three forms: Part A includes aggregate results from agency data collection tools. Part B is a narrative highlighting connection to supportive resources, identification of barriers to serve comprehensive needs of participants, and suggested solutions to address barriers to obtaining services. Part C provides participants demographics.

**EXHIBIT B**  
**City of Albuquerque**  
**Department of Health, Housing, and Homelessness**  
**APPENDIX #2: Expense Summary Form**

Agency Name:	Good Shepherd Center
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Project Title:	Permanent Supportive Housing
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Expenditure Category	Program Total	City Funding Requested	Percent Requested
<b>Personnel Costs</b>			
Salaries & Wages	\$ 79,653.00	\$ 39,827.00	50%
Payroll Taxes and Employee Benefits	\$ 14,473.00	\$ 7,237.00	50%
<b>Total Personnel Costs</b>	<b>\$ 94,126.00</b>	<b>\$ 47,064.00</b>	<b>50%</b>
<b>Operating Costs - Direct</b>			
Contractual Services	\$ 57,720.00	\$ 14,985.00	26%
Audit Costs	\$ 11,980.00	\$ -	0%
Consumable Supplies	\$ 17,239.00	\$ 1,597.00	9%
Telephone	\$ 1,035.00	\$ 1,035.00	100%
Postage and Shipping	\$ -	\$ -	
Occupancy			
a. Rent	\$ 35,442.00	\$ -	0%
b. Utilities	\$ 12,276.00	\$ -	0%
c. Other	\$ -	\$ -	
Equipment Lease/Purchase	\$ 480.00	\$ -	0%
Equipment Maintenance	\$ -	\$ -	
Printing & Publications	\$ -	\$ -	
Travel			
a. Local Travel	\$ -	\$ -	
b. Out of Town Travel	\$ 1,150.00	\$ -	0%
Conferences, Meetings, Etc.	\$ 745.00	\$ -	0%
Direct Assistance to Beneficiaries	\$ 183,399.00	\$ 89,820.00	49%
Membership Dues	\$ 1,411.00	\$ 729.00	52%
Equipment, Land, Buildings	\$ 18,225.00	\$ -	0%
Insurance	\$ 8,925.00	\$ 7,066.00	79%
Fuel and Vehicle Maintenance	\$ 4,790.00	\$ 1,340.00	28%
<b>Total Operating Costs</b>	<b>\$ 354,817.00</b>	<b>\$ 116,572.00</b>	<b>33%</b>
<b>Total Direct Costs (Personnel &amp; Operating)</b>	<b>\$ 448,943.00</b>	<b>\$ 163,636.00</b>	<b>36%</b>
<b>Indirect Costs* (10%; attach Rate Letter)</b>	<b>\$ 44,894.30</b>	<b>\$ 16,364.00</b>	<b>36%</b>
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 493,837.30</b>	<b>\$ 180,000.00</b>	<b>36%</b>

\*As applicable, attach Indirect Cost Allocation Plan or Cost Rate Letter



**City of Albuquerque  
Department of Health, Housing, and Homelessness  
APPENDIX #3: Revenue Summary Form**

Agency Name: Good Shepherd Center

Project Title: Permanent Supportive Housing

Revenue Sources	Agency Total	% of Agency Budget	Program Total	% of Program Budget
<b>Government Revenues</b>				
<b>Revenues from Federal Government</b> <i>(On separate rows, list each Federal Agency providing fees/funding and the amount of funding)</i>				
<b>Grants from Federal Government Agencies:</b>				
FEMA	\$ 12,000.00	0.9%		
<b>Medicaid Reimbursements:</b>		0.0%		
<b>Other Federal Revenues:</b>				
<b>Subtotal Federal Agencies</b>	<b>\$ 12,000.00</b>	<b>0.9%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Revenues from State Government</b> <i>(On separate rows, list each State Agency providing fees/funding and the amount of funding)</i>				
<b>Grants from State Government Agencies:</b>				0.0%
NM Human Services Dept - TANF	\$ 37,500.00	2.9%	\$ 12,300.00	2.5%
<b>Other State Government Revenues:</b>				
<b>Subtotal State Agencies</b>	<b>\$ 37,500.00</b>	<b>2.9%</b>	<b>\$ 12,300.00</b>	<b>2.5%</b>
<b>Revenues from County Government:</b>				
<b>Revenues from the City of Albuquerque (including this proposal or contract):</b> <i>(On separate rows, list each City-funded project and the amount of funding)</i>				
Permanent Supportive Housing	\$ 180,000.00	13.9%	\$ 180,000.00	36.4%
Rapid Rehousing (Year 2 of 3 - total contract \$515k)	\$ 172,500.00	13.4%	\$ 172,500.00	34.9%
Emergency Shelter for Men (Utility Grant)	\$ 472,502.25	36.6%	\$ 14,638.00	3.0%
<b>Other Municipal Government Revenues:</b>				
<b>Subtotal Local Government</b>	<b>\$ 825,002.25</b>	<b>63.9%</b>	<b>\$ 367,138.00</b>	<b>74.3%</b>
<b>TOTAL GOVERNMENT REVENUES</b>	<b>\$ 874,502.25</b>	<b>67.7%</b>	<b>\$ 379,438.00</b>	<b>76.8%</b>
<b>Other Revenue:</b>				
Contributions	\$ 417,375.00	32.3%	\$ 114,399.30	23.2%
Other Revenue				
<b>Subtotal Other Revenues</b>	<b>\$ 417,375.00</b>	<b>32.3%</b>	<b>\$ 114,399.30</b>	<b>23.2%</b>
<b>TOTAL REVENUE FROM ALL SOURCES:</b>	<b>\$ 1,291,877.25</b>	<b>100.0%</b>	<b>\$ 493,837.30</b>	<b>100.0%</b>

Cross-Check  
 \$ 493,837.30 Per App #2  
 \$ 493,837.30 Per Above  
 \$ - Variance should be zero



**City of Albuquerque**  
**Department of Health, Housing, and Homelessness**  
**APPENDIX #5 - Project Budget Detail Form - Operating Costs**

Agency Name: Good Shepherd Center

Project Title: Permanent Supportive Housing

<b>Operating Costs - Direct</b>				
<b>Line Item and Basics (Non-Personnel)</b>	<b>Program Total</b>	<b>City Funding Requested</b>	<b>Amount Other Sources</b>	<b>Percent Requested</b>
<b>Contractual Services</b>	<b>\$ 57,720.00</b>	<b>\$ 14,985.00</b>	<b>\$ 42,735.00</b>	<b>26.0%</b>
Accounting Services and Grant Reporting (approx 9 hours/month at \$185/hour)	\$ 26,640.00	\$ 14,985.00	\$ 11,655.00	56.3%
Heritage Connection - Stipend for Brothers St John of God	\$ 31,080.00		\$ 31,080.00	0.0%
<b>Audit Costs</b>	<b>\$ 11,980.00</b>	<b>\$ -</b>	<b>\$ 11,980.00</b>	<b>0.0%</b>
Annual external audit - 100%	\$ 11,980.00		\$ 11,980.00	0.0%
	\$ -			
<b>Consumable Supplies</b>	<b>\$ 17,239.00</b>	<b>\$ 1,597.00</b>	<b>\$ 15,642.00</b>	<b>9.3%</b>
Office and program supplies: For PSH: Toner \$625 for 9 months, consumable office supplies (paper, folders, stamps, etc) \$98/month, employee uniforms \$90 annual	\$ 17,239.00	\$ 1,597.00	\$ 15,642.00	9.3%
	\$ -			
<b>Telephone</b>	<b>\$ 1,035.00</b>	<b>\$ 1,035.00</b>	<b>\$ -</b>	<b>100.0%</b>
Cell phone costs for case managers on call (\$115/month for 2 employees)	\$ 1,035.00	\$ 1,035.00	\$ -	100.0%
<b>Postage and Shipping</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
	\$ -			
	\$ -			
<b>Occupancy</b>				
a. Rent @ 614 2nd St \$3,938/month	\$ 35,442.00		\$ 35,442.00	0.0%
b. Utilities (PNM/Water/NM Gas at 614 2nd St. avg \$1364/month)	\$ 12,276.00		\$ 12,276.00	0.0%
c. Other	\$ -			
<b>Equipment Lease/Purchase</b>	<b>\$ 480.00</b>	<b>\$ -</b>	<b>\$ 480.00</b>	<b>0.0%</b>
Small equipment	\$ 480.00		\$ 480.00	0.0%
	\$ -			

**City of Albuquerque**  
**Department of Health, Housing, and Homelessness**  
**APPENDIX #5 - Project Budget Detail Form - Operating Costs**

Agency Name: Good Shepherd Center

Project Title: Permanent Supportive Housing

<b>Operating Costs - Direct</b>				
<b>Line Item and Basics (Non-Personnel)</b>	<b>Program Total</b>	<b>City Funding Requested</b>	<b>Amount Other Sources</b>	<b>Percent Requested</b>
<b>Equipment Maintenance</b>	\$ -	\$ -	\$ -	
	\$ -			
<b>Printing &amp; Publications</b>	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
<b>Travel</b>				
a. Local Travel	\$ -			
b. Out of Town Travel (purpose varies, mainly food and transportation for conferences/meeting - none allocated to this grant)	\$ 1,150.00		\$ 1,150.00	0.0%
<b>Conferences, Meetings, Etc.</b>	\$ 745.00	\$ -	\$ 745.00	0.0%
Conferences/Meetings	\$ 745.00		\$ 745.00	0.0%
	\$ -			
<b>Direct Assistance to Beneficiaries</b>	\$ 183,399.00	\$ 89,820.00	\$ 93,204.00	49.0%
Rental assistance - recurring rent payments for maintaining at least 30 tenants in Agency's programs (only 15 in PSH) (\$9,980 per month for 15 tenants in PSH - avg \$665/month)	\$ 164,274.00	\$ 89,820.00	\$ 74,454.00	54.7%
Rental Deposits	\$ 17,250.00	\$ -	\$ 17,250.00	0.0%
Application Fees	\$ 375.00	\$ -	\$ 375.00	
Other Direct Assistance	\$ 1,500.00		\$ 1,125.00	0.0%
<b>Membership Dues</b>	\$ 1,411.00	\$ 729.00	\$ 682.00	51.7%
Memberships/Subscriptions (monthly recurring: Criminal Background checks, Adobe, Amazon Prime) avg \$81/month	\$ 1,411.00	\$ 729.00	\$ 682.00	51.7%
	\$ -			
<b>Equipment, Land, Buildings</b>	\$ 18,225.00	\$ -	\$ 18,225.00	0.0%
Building maintenance/repair	\$ 8,175.00		\$ 8,175.00	0.0%
Depreciation	\$ 10,050.00		\$ 10,050.00	0.0%

**City of Albuquerque**  
**Department of Health, Housing, and Homelessness**  
**APPENDIX #5 - Project Budget Detail Form - Operating Costs**

Agency Name: Good Shepherd Center

Project Title: Permanent Supportive Housing

<b>Operating Costs - Direct</b>				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
<b>Insurance</b>	<b>\$ 8,925.00</b>	<b>\$ 7,066.00</b>	<b>\$ 1,859.00</b>	<b>79.2%</b>
Insurance (General Liability, Workers Comp \$62k/year for entire organization) - only a portion allocated to this program and award	\$ 8,925.00	\$ 7,066.00	\$ 1,859.00	79.2%
	\$ -			
<b>Fuel and Vehicle Maintenance</b>	<b>\$ 4,790.00</b>	<b>\$ 1,340.00</b>	<b>\$ 3,450.00</b>	<b>28.0%</b>
Fuel	\$ 1,040.00	\$ 740.00	\$ 300.00	71.2%
Vehicle Maintenance (Oil changes, tires, and contingency for maintenance - all casemanagers are sharing one older vehicle for site visits - anticipate some mechanical issues in coming year)	\$ 3,750.00	\$ 600.00	\$ 3,150.00	16.0%
<b>Total Operating Costs</b>	<b>\$ 354,817.00</b>	<b>\$ 116,572.00</b>	<b>\$ 237,870.00</b>	<b>32.9%</b>

As applicable, attach cost allocation plan

MV 6.27.24

Cross-Check	Cross-Check	
\$ 354,817.00	\$ 116,572.00	Per App #2
\$ 354,817.00	\$ 116,572.00	Per Above
\$ -	\$ -	Variance should be zero

**City of Albuquerque**  
**Department of Health, Housing, and Homelessness**  
**APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule**

Agency Name:	Good Shepherd Center
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Project Title:	Permanent Supportive Housing
----------------	------------------------------

Amount and percent of total requested funds on a quarterly basis:		
Quarter Ending	Amount to be Requested	Percent of Total
September 30, 2024	\$ 60,000.00	33.33%
December 31, 2024	\$ 60,000.00	33.33%
March 31, 2025	\$ 60,000.00	33.33%
June 30, 2025		0.00%
<b>Total</b>	<b>180,000.00</b>	<b>100.00%</b>

Explanation if any projected drawdowns exceed 25% of the total requested funds:

<u>Reimbursement Rate – only applicable to <i>unit of service</i> contracts:</u>		
Rate:	\$ per unit	unit of service
<i>\$ per (hour, client, etc.)</i>		
Annual units:		

<u>Rate Justification – only applicable to <i>unit of service</i> contracts:</u>



**Good Shepherd Center**

218 Iron Ave SW  
Albuquerque, NM 87102  
505-243-2527  
gscnm.org

May 9, 2024

**Department of Family and Community Services  
City of Albuquerque**

To Whom It May Concern:

The Good Shepherd Center has an indirect cost rate included in all budgets with the City of Albuquerque, calculated as a percentage of modified total direct costs. This indirect cost rate is the HUD de minimus indirect cost rate as allowed by the U.S. Department of Housing and Urban Development which is 10%. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Bro M. Fu" followed by a horizontal line.

Brother Nick  
Executive Director  
**Good Shepherd Center**





# GOOD SHEPHERD CENTER

Unique Entity ID <b>QS8PTNX6A4Z5</b>	CAGE / NCAGE <b>(blank)</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>May 15, 2025</b>	
Physical Address <b>218 Iron AVE SW Albuquerque, New Mexico 87102-3847 United States</b>	Mailing Address <b>P.O. Box 749 Albuquerque, New Mexico 87103 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>Good Shepherd Center, Inc.</b>	Division Number <b>(blank)</b>
Congressional District <b>New Mexico 01</b>	State / Country of Incorporation <b>New Mexico / United States</b>	URL <b>www.gscnm.org</b>

## Registration Dates

Activation Date <b>May 17, 2024</b>	Submission Date <b>May 15, 2024</b>	Initial Registration Date <b>May 9, 2024</b>
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## Entity Dates

Entity Start Date <b>Jan 1, 1950</b>	Fiscal Year End Close Date <b>Oct 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?  
**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:  
**Yes**

## Entity Types

Business Types	Entity Type	Organization Factors
Entity Structure <b>Corporate Entity (Tax Exempt)</b>	<b>Business or Organization</b>	<b>(blank)</b>
Profit Structure <b>Non-Profit Organization</b>		



### Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

### Other Entity Qualifiers

#### Domestic Shelter

### Financial Information

Accepts Credit Card Payments  
**No**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**(blank)**

### Points of Contact

#### Electronic Business

♀  
Jean Ann Chavez, Bookkeeper

218 Iron AVE. SW  
Albuquerque, New Mexico 87102  
United States

#### Government Business

♀  
Jean Ann Chavez, Bookkeeper

218 Iron AVE. SW  
Albuquerque, New Mexico 87102  
United States

#### Past Performance

♀  
Heather Mattax, Donations Manager

218 Iron AVE. SW  
Albuquerque, New Mexico 87102  
United States

### Service Classifications

#### NAICS Codes

Primary	NAICS Codes	NAICS Title
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### Disaster Response

This entity does not appear in the disaster response registry.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2024

**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).**

<b>PRODUCER</b> Artex Risk Solutions, Inc. (CB) 2850 Golf Road, 5th Floor Rolling Meadows IL 60008-4050	<b>CONTACT NAME:</b> Christian Brothers Services <b>PHONE (A/C. No. Ext):</b> 800-807-0300 <b>FAX (A/C. No):</b> 630-378-2508 <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A :</b> Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td><b>INSURER B :</b> Old Republic Union Insurance Company</td> <td style="text-align: center;">31143</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b> Old Republic Insurance Company	24147	<b>INSURER B :</b> Old Republic Union Insurance Company	31143	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
<b>INSURER A :</b> Old Republic Insurance Company	24147														
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<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> Brothers of the Christian Schools & Affiliates LOC #1176004 GOOD SHEPHERD CENTER 1205 Windham Parkway Romeoville IL 60446-1679	CHRIBRO-14														

**COVERAGES** **CERTIFICATE NUMBER: 1279832029** **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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <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:	Y	Y	822400 1325596	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ No Agg. PRODUCTS - COMP/OP AGG \$ No Agg. \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB 21543	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Automobile Liability	Y	Y	822400 1325596	6/15/2024	6/15/2025	Occ/No agg \$9,000,000
B	Sexual Misconduct-Claims made	N	N	822400 1325596	6/15/2024	6/15/2025	Occ/Agg \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Waiver of Subrogation (where allowed by law) per attached endorsement is provided under the General Liability and Automobile Liability coverages per fully executed written contract.  
 The certificate holder is added as an additional insured under the General Liability per attached endorsement per prior written contract and under Auto Liability per attached endorsements - per agreement. Primary Non-Contributory coverage is provided under the Primary General Liability per prior written contract per the attached endorsement. Coverage is solely, strictly, and specifically with regards to:  
 Grant Application of Good Shepard Center.

<b>CERTIFICATE HOLDER</b>  The City of Albuquerque PO Box 1293 Albuquerque NM 87103	<b>CANCELLATION</b>  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 
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# OLD REPUBLIC UNION INSURANCE COMPANY

Attaching to and forming part of Policy No. 822400 1325596

Named Insured: THE RELIGIOUS AND CHARITABLE RISK POOLING TRUST OF THE BROTHERS OF THE CHRISTIAN SCHOOLS AND AFFILIATES

Effective date of this endorsement is June 15, 2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under SECTION II INSURING AGREEMENT C, GENERAL LIABILITY COVERAGE defined within the Coverage Agreement

### SECTION 1: Schedule

Name of Additional Insured Persons(s) or Organization(s):	Designated Location(s) Of Covered Operations:
<b>ANY PERSON OR ORGANIZATION WHEN YOU HAVE AGREED IN A WRITTEN CONTRACT FOR THAT PERSON OR ORGANIZATION TO BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.</b>	

If no entry appears above, information required to complete this endorsement will be shown in the Certificate of Coverage as applicable to this endorsement.

### Section II Insuring Agreement C -Name of Insured Amended

- A. **Who Is An Insured** defined in the General Insurance Agreement is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability in the performance of the Named Insured's ongoing operations for the Additional Insured(s) at the Location(s) designated in the Schedule above for "bodily injury" or "property damage", caused in whole or in part, by the Named Insured's acts or omissions which takes place after the execution of a written agreement with the Additional Insured(s).
- B. For the coverage provided by this endorsement: the following paragraph is added to Section IV –General Conditions, Section II, Insuring Agreement C-General Liability.  
  
This insurance is primary insurance as respects to this coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and noncontributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
- C. **Who Is An Insured** is also amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the "Named Insured's work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

The most we will pay is the amount of insurance required by the written contract or the amount of applicable limits of insurance under this policy; whichever is less.

This Insurance does not apply to any claims or suits seeking damages, including defense, arising out of, directly or indirectly, from any actual or alleged participation in any act of sexual misconduct, sexual harassment, sexual molestation, sexual abuse or any claim sexual in nature, physical or mental, of any person.

Except as amended in this endorsement, this insurance is subject to all coverage terms, clauses and conditions in the policy to which this endorsement is attached and only applies to the extent permitted by law.



**CHRISTIAN  
BROTHERS**  
SERVICES

**Risk Pooling Trust** BENEFICIARY COPY

1205 Windham Parkway  
Romeoville, IL 60446-1679  
630-378-2900 / 800-807-0300  
Fax 630-378-2508

Beneficiary Number	Benefit Period	
	From	To
1176004	06/15/2024 12:01 A.M. Standard Time at the described location	06/15/2025

Transaction	
RENEWAL DECLARATION	
Beneficiary Name and Address	Agent/Mail To
BR NICHOLAS FORAN GOOD SHEPHERD CENTER INC PO BOX 749 ALBUQUERQUE, NM 87103-0749	TED NESWOLD S T NESWOLD & ASSOC INC 125 WINDSOR DR STE 106 OAK BROOK, IL 60523-4077  Telephone: 630-574-3573
9000012	
Business Description	
HOUSING TEMPORARY	

CONTRIBUTIONS SHOWN REFLECT THE DEDUCTIBLE DISCOUNT, IF ANY. PAYMENT OF THE CONTRIBUTIONS ACKNOWLEDGE THE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED WITHIN THE PLAN DOCUMENT. THE FOLLOWING COVERAGES MAYBE SUBJECT TO DEDUCTIBLES, COMBINED SINGLE LIMITS AND ANNUAL AGGREGATE LIMITS AS STATED IN THE PLAN DOCUMENT.

COVERAGE DESCRIPTION	LIMIT	NUMBER OF UNITS	CONTRIBUTION
AUTO COVERAGE	\$ 1,000,000	5	\$ 7,000
EXC D & O LIABILITY COVERAGE	\$ 2,000,000		\$ 2,501
EXC SEXUAL MISCNDT LIAB COVG	\$ 750,000		\$ 18,500
EXCESS LIABILITY COVERAGES	\$ 49,000,000		\$ 1,500
GENERAL LIABILITY COVERAGE	\$ 1,000,000		\$ 3,001
<b>PROFESSIONAL LIABILITY COVG</b>	<b>\$ 2,000,000</b>		\$ 1,001
BOILER & MACHINERY COVERAGE	\$ 300,000,000		\$ 1,665
CRIME COVERAGE	\$ 250,000		\$ 3,588
EARTH MOVEMENT COVERAGE	\$ 10,000		\$ 58
FLOOD COVERAGE	\$ 10,000		\$ 96
TIME ELEMENT COVERAGE	\$ 1,000,000		\$ 1,752
PERSONAL CONTENTS	\$ 267,069		\$ 1,110
PROPERTY COVERAGE	\$ 3,884,000		\$ 11,788
Current Contribution for 06/15/2024 to 06/15/2025			\$ 53,560

ONLY THOSE COVERAGES HAVING A CORRESPONDING CONTRIBUTION ARE IN FORCE.

**\*\*\*Payment Terms\*\*\***

YOUR CONTRIBUTION IS SCHEDULED ON A NINE INSTALLMENT PLAN.  
PAYMENTS ARE DUE IN ONE MONTH INTERVALS;  
1ST INSTALLMENT DUE JULY 15, 2024, LAST INSTALLMENT DUE MARCH 15, 2025.

COVERAGES ARE SUBJECT TO CANCELLATION IF PAYMENTS ARE NOT RECEIVED BY THE ABOVE STATED DUE DATES.

FOR BILLING OR COVERAGE INQUIRIES, PLEASE CALL 1-800-807-0300.

THANK YOU FOR PARTICIPATING IN THE RISK POOLING TRUST.



**CHRISTIAN  
BROTHERS  
SERVICES**

1205 Windham Parkway

Romeoville, IL 60446-1679  
630-378-2900  
800-807-0300  
Fax 630-378-2508

**BENEFICIARY COPY**

**WORKERS COMP & EMPLOYERS LIABILITY  
COVERAGE**

<b>Beneficiary Number</b>		<b>Benefit Period</b>	
WCV 1176004 44		<b>From</b>	<b>To</b>
		01/01/2024	01/01/2025
12:01 A.M. Standard Time at the described location			
<b>Transaction</b>			
RENEWAL DECLARATION			
<b>Beneficiary's Name and Address</b>		<b>Agent</b>	
BR NICHOLAS FORAN GOOD SHEPHERD CENTER INC PO BOX 749 ALBUQUERQUE, NM 87103-0749		TED NESWOLD S T NESWOLD & ASSOC INC 125 WINDSOR DR STE 106 OAK BROOK, IL 60523-4077	
		Telephone: 630-574-3573	9000012
State ID	FEIN #	ID #	Business Description
000000000	000000000		CAMP

1. Locations: See Extension of Information Page
2. The Benefit Period is from 01/01/2024 to 01/01/2025 12:01 a.m. Standard Time at the Beneficiary's mailing address.
3. A. Workers Compensation Coverage: Part ONE of the Benefit Schedule applies to the Workers Compensation Law of the states listed here: NEW MEXICO  
 B. Employers Liability Coverage: Part TWO of the Benefit Schedule applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:
 

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
- C. Other States Coverage: Part THREE of the Benefit Schedule applies to the states, if any, listed here:  
 All states except NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, and states designated in Item 3.A.
4. All information required below is subject to verification and change by audit.

**SEE EXTENSION OF INFORMATION PAGE**

<b>Total Estimated Annual Contribution</b>	\$	2,895
<b>Renewal Deposit Contribution</b>	\$	2,895

**\*\*\*PAYMENT TERMS\*\*\***

YOUR WC CONTRIBUTION IS SCHEDULED ON A 2 INSTALLMENT PLAN:  
 FIRST PAYMENT IS DUE JANUARY 15, 2024 (25% OF TOTAL CONTRIBUTION)  
 LAST PAYMENT IS DUE MARCH 1, 2024 (75% OF TOTAL CONTRIBUTION)

COVERAGE IS SUBJECT TO CANCELLATION IF PAYMENTS ARE  
 NOT RECEIVED BY THE ABOVE STATED DUE DATE.

FOR BILLING OR COVERAGE INQUIRIES, PLEASE CALL 1-800-807-0300.  
 THANK YOU FOR YOUR PARTICIPATION IN THE RISK POOLING TRUST

## SECOND AMENDED AGREEMENT TO #2024SS00000085

THIS SECOND AMENDED AGREEMENT is made and entered into upon the final date of signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and GOOD SHEPHERD CENTER INC, a New Mexico non-profit, P.O. Box 749, Albuquerque, NM 87103 (the "Contractor").

### RECITALS

WHEREAS, the City and the Contractor entered into an Agreement dated July 1, 2024, hereafter referred to as the "Original Agreement," whereby the Contractor agreed to provide certain services to the City; and

WHEREAS, the Original Agreement was given an end date of March 31, 2025, and was funded in the amount of \$180,000; and

WHEREAS, in the FIRST Amended Agreement, the parties agreed that the City required an extension to the Services performed for an additional three (3) months and had determined additional funding in the amount of ONE HUNDRED TWENTY THOUSAND AND NO 00/100 DOLLARS (\$120,000.00) was appropriate, bringing the total Original Agreement compensation amount to THREE HUNDRED THOUSAND AND NO 00/100 DOLLARS (\$300,000.00); and WHEREAS, in the FIRST Amended Agreement, the parties agreed that they will extend the time of performance from March 31, 2025 to June 30, 2025; and

WHEREAS, the City has determined that additional funding in the amount of EIGHTY THOUSAND AND NO 00/100 DOLLARS (\$80,000.00) is appropriate, bringing the total Original Agreement compensation amount to THREE HUNDRED EIGHTY THOUSAND AND NO 00/100 DOLLARS (\$380,000.00);

WHEREAS, the Contractor is agreeable to the extension of services for additional funding.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto mutually agree as follows:

1. Exhibit B, Appendix #4 of the Original Agreement is hereby amended by deleting that Appendix in its entirety and replacing it with the attached Exhibit A, Appendix #4 to this SECOND Amended Agreement in lieu thereof.
2. The revised budget is attached as Exhibit B to this SECOND Amended Agreement.
3. Section 4, subsection A. of the Original Agreement is hereby amended by deleting that subsection only and replacing it with the following Section 4, subsection A. as follows:

Maximum Compensation: For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor a total amount not to exceed THREE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$380,000.00), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement,

including all expenditures made and expenses incurred by the Contractor in performing the Services per the “City Budgets” attached hereto and made a part hereof as Exhibit B.

5. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this SECOND Amended Agreement, in which event, the terms and conditions of this SECOND Amended Agreement shall control.

6. Approval Required. This Agreement shall not become effective or binding upon the City until approved by the highest authority required by the City under this Agreement.

7. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

**CONTRACTOR:**

Company:

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF ALBUQUERQUE:**

Date:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

Name: \_\_\_\_\_

Title: \_\_\_\_\_



City of Albuquerque  
 Department of Health, Housing & Homelessness

**FIN #3: Request for Budget Revision (Part A)**

1. Agency Name and Mailing Address Good Shepherd Center		2. Telephone Number 505 243-2527 Ext 300
3. Project Title Permanent Supportive Housing	4. Contract Number 2024SS00000085	5. Budget Revision # 2

	Approved	Revised Amount	Proposed
6. Expenditure Category	Budget	<Decrease> Increase	Revised Budget
Salaries and Wages	\$ 53,491.00	\$ 22,500.00	\$ 75,991.00
Payroll Taxes & Employee Benefits	\$ 9,590.00	\$ 6,162.00	\$ 15,752.00
<b>Total Personnel Costs</b>	<b>\$ 63,081.00</b>	<b>\$ 28,662.00</b>	<b>\$ 91,743.00</b>
Contractual Services	\$ 19,980.00	\$ 900.00	\$ 20,880.00
Audit Costs			
Consumable Supplies	\$ 2,130.00	\$ 755.00	\$ 2,885.00
Telephone	\$ 1,380.00	\$ 860.00	\$ 2,240.00
Postage and Shipping			\$ -
Occupancy: Rent			\$ -
Occupancy: Utilities			\$ -
Occupancy: Other			\$ -
Equipment Lease			\$ -
Equipment Maintenance			\$ -
Printing and Publications			\$ -
Travel: Local			\$ -
Travel: Out-of-Town			\$ -
Conferences, Meetings			\$ -
Direct Assistance to Beneficiaries	\$ 166,774.00	\$ 41,406.00	208,180.00
Membership Dues	\$ 1,250.00	\$ 144.00	\$ 1,394.00
Equipment, Land and Buildings			\$ -
Insurance	\$ 13,092.00		\$ 13,092.00
Fuel and Vehicle Maintenance	\$ 5,040.00		\$ 5,040.00
<b>Total Operating</b>	<b>\$ 209,646.00</b>	<b>\$ 44,065.00</b>	<b>\$ 253,711.00</b>
<b>Total Direct Costs (Personnel &amp; Operating)</b>	<b>\$ 272,727.00</b>	<b>\$ 72,727.00</b>	<b>\$ 345,454.00</b>
<b>Indirect Costs</b>	<b>\$ 27,273.00</b>	<b>\$ 7,273.00</b>	<b>\$ 34,546.00</b>
<b>Total Project Expenses</b>	<b>\$ 300,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 380,000.00</b>

Submitted by: Brother Nicholas Foran, OH *Bo n. Foran* Date 12/26/2024

(Signature of Authorized Official)

Note: The Request for Budget Revision must be signed and dated by an authorized official of the agency. If the proposed revision includes changes to personnel, APP #4: Project Budget Detail Form- Personnel, must be attached. All requests for budget revision must also include FIN #4: Request for Budget Revision (Part B-Narrative).

For Department Use Only			
Recommended by Program Staff			Date:
Reviewed by Fiscal Officer			Date:
Approved by Fiscal Manager			Date:
Approved by Division Manager			Date:



City of Albuquerque  
Department of Health, Housing & Homelessness  
FIN #4: Request for Budget Revision (Part B – Narrative)

1. Agency Name and Mailing Address		2. Telephone Number
3. Project Title	4. Contract Number	5. Budget Requisition Number

Narrative justification of proposal budget revision:

The Organization has been asked to take on an additional 15 clients from an another agency effective January

1. We require additional funds to cover rental assistance and hire a new employee.

**City of Albuquerque**  
**Department of Health, Housing & Homelessness**  
**APPENDIX #4 - Project Budget Detail Form - Personnel**

1. Agency Name: Good Shepherd Center

2. Project Title: Permanent Supportive Housing

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

3. FTE on Program	Position Title	Salary for the Program	City Funding Requested	Percent Requested <i>(Amount Requested / Salary to the Program)</i>
1.0	Housing Specialist	\$ 22,500.00	\$ 22,500.00	100.00%
<b>4. Salaries &amp; Wages</b>		<b>\$ 22,500.00</b>	<b>\$ 22,500.00</b>	<b>100.00%</b>
<b>5. Payroll Taxes and Employee Benefits *</b>		<b>\$ 6,162.00</b>	<b>\$ 6,162.00</b>	<b>100.00%</b>
<b>6. Total Personnel Costs</b>		<b>\$ 28,662.00</b>	<b>\$ 28,662.00</b>	<b>100.00%</b>

7. \* Payroll Taxes: FICA @7.65%  
 Employee Benefits: Health Insurance @19.74%

7.65% FICA  
 UI  
 WC  
 19.74% Benefits (\$740/month)  
 27.39% Total

Cross Check	Cross Check	
\$ 28,662.00	\$ 28,662.00	Per App #2
\$ 28,662.00	\$ 28,662.00	Per Above
\$ -	\$ -	variance should be zero

Additional Rent for 15 transferred clients

<u>Monthly Rent Jan-June</u>	
253	1518
330	1980
331	1986
395	2370
396	2376
434	2604
450	2700
488	2928
531	3186
534	3204
541	3246
547	3282
555	3330
556	3336
560	3360
<b>6,901.00</b>	<b>41,406.00</b>

City of Albuquerque  
 Department of Health, Housing & Homelessness

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Submitted by:			Date

(Signature of Authorized Official)

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For Department Use Only			
Recommended by Program Staff			Date:
Reviewed by Fiscal Officer			Date:
Approved by Fiscal Manager			Date:
Approved by Division Manager			Date:



City of Albuquerque  
Department of Health, Housing & Homelessness  
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**City of Albuquerque**  
**Department of Health, Housing & Homelessness**  
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7. \* Payroll Taxes: FICA @ xx%; Unemployment Insurance @ xx%; Workers Comp @ xx%  
 Employee Benefits: Health Insurance @xx% Retirement @ xx%  
 Other @ xx%

- 7.65% FICA
- UI
- WC
- 19.74% Benefits (\$740/month)
- 27.39% Total

Cross Check	Cross Check	
\$ 28,662.00	\$ 28,662.00	Per App #2
\$ 28,662.00	\$ 28,662.00	Per Above
\$ -	\$ -	Variance should b

Base  
45,000.00

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

39.00	Guardian	dental
693.00	United Health	medical
8.16	life insurance	principle
<u>740.16</u>	per month	
4,440.96	Jan-June	

e zero

Additional Rent for 15 transferred clients

<u>Monthly Rent Jan-June</u>	
253	1518
330	1980
331	1986
395	2370
396	2376
434	2604
450	2700
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