

EC-22-212




Mayor Timothy M. Keller

CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

December 16, 2022

TO: Isaac Benton, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Approval of FY23 contract to operate shelter services for people experiencing homelessness at Gibson Health Hub including Emergency Winter Beds, Gateway Shelter, and 24/7 Receiving Area

As a result of Request for Proposal RFP-2022-288-FCS-EB, the Department of Family & Community Services is entering into a Social Services Agreement with Heading Home operate necessary services for people experiencing homeless at Gibson Health Hub in the amount of \$1,094,370 of City General Funds. This contract is needed to provide an expansion to the winter shelter beds in our sheltering system by providing a location at Gibson Health Hub. Additionally, the provider will operate the first phase of the Gateway overnight beds and provide services to the 24/7 Receiving Area. Without this contract, many single adults will not be sheltered and will reside in places not meant for human habitation.

The contract with Heading Home totals \$1,094,370 and includes three scopes:

1. Operation of the Winter Emergency Overnight Beds in Gibson Health Hub
2. Operation of Gateway Phase I Overnight beds
3. Support services for the 24/7 Receiving Area

The Department of Family & Community Services respectfully forwards this request to the Council for consideration and immediate action.


Legislation Title:
Approval of FY23 contract to operate shelter services for people experiencing homelessness at Gibson Health Hub including Emergency Winter Beds, Gateway Shelter, and 24/7 Receiving Area

Recommended:



Lawrence Rael **Date**
Chief Administrative Officer

Approved as to Legal Form:



Lauren Keefe **Date**
City Attorney

Recommended:

DS

PP

DocuSigned by:



72F4E134604644B...

Carol M. Pierce, Director **Date**
Dept. of Family & Community Services

12/19/2022 | 11:27 AM MST

Cover Analysis

1. What is it?

Approval of FY23 contract expiring June 30, 2023 to operate shelter services for people experiencing homelessness at Gibson Health Hub including Winter Emergency Overnight Shelter, the Gateway overnight beds, and support for 24/7 Receiving Area.

What will this piece of legislation do?

The legislation will approve the contract to operate necessary services for people experiencing homeless at Gibson Health Hub. These services include 50 additional winter emergency overnight beds until April 3rd. Additionally, the contract provides the operation of Phase I Gateway and the 24/7 Receiving Area until June 30, 2023.

3. Why is this project needed?

Since 2015, homelessness has increased in Albuquerque by 19% and demand for emergency shelter beds has only grown. This project will play an important role in mitigating and reducing homelessness in our community. The contract expands the City's 460 available emergency winter beds for single adults to 510 beds. The shelter is needed during the cold winter to prevent hypothermia and related deaths on our streets of people experiencing homelessness.

Phase I of the Overnight Gateway shelter will not just provide overnight beds for our unhoused community, it will also wrap services around guests with the single goal of exiting individuals to stable housing situations. Like the Gateway, the 24/7 Receiving Area will help connect individuals to services. The location will provide a needed emergency drop-off location with shelter available 24/7 so our First Responders such as ACS and APD will be able to respond more quickly to higher priority calls.

Without the operations and the services in this contract, our most vulnerable individuals will be located in places not meant for human habitation.

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

It will cost \$1,094,370 from the City General Fund and funding was appropriated in the FY23 budget.

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

No revenues sources are associated with this legislation.

FISCAL IMPACT ANALYSIS

TITLE: Approval of FY23 contract to operate shelter services for people experiencing homelessness at Gibson Health Hub including Emergency Winter Beds, Gateway Shelter, and First Responder Drop-Off

R: O:

FUND: 110

DEPT: FCS /2935100

☒ 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:

	2023	Fiscal Years 2024	2025	Total
Base Salary/Wages	-			-
Temporary Wages	-			-
Fringe Benefits at	-		-	-
Fringe Benefits at	-	-		-
Subtotal Personnel	-	-	-	-
Operating Expenses	-			-
Property		-	-	-
Indirect Costs	-			-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<hr/>				
[X] Estimated revenues not affected				
[] Estimated revenue impact				
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:

As a result of Request for Proposal RFP-2022-288-FCS-EB, the Department of Family & Community Services is entering into a Social Services Agreement with Heading Home operate necessary services for people experiencing homeless at Gibson Health Hub in the amount of \$1,094,370 of City General Funds. This contract is needed to provide an expansion to the winter shelter beds in our sheltering system by providing a location at Gibson Health Hub. Additionally, the provider will operate the first phase of the Gateway overnight beds and provide services to the First Responder Drop-Off. Without this contract, many single adults will not be sheltered and will reside in places not meant for human habitation.

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

Funds for this contact were appropriated in the FY 23 Budget contractual services in the Gibson Health Hub Operating program -2900028 - R - 22-24.

PREPARED BY:

APPROVED:

FISCAL MANAGER

DIRECTOR (date)

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST

City of Albuquerque
Department of Family and Community Services
APP #2: Expense Summary Form

1. Agency Name: Heading Home

2. Project Title: Emergency Winter Shelter and Gateway Phase I

Expenditure Category	Project Total	City Funding	Percent
Personnel Costs:			
Salaries & Wages	541,081.76	541,081.76	100.0%
Payroll Taxes & Benefits	167,735.00	167,735.00	100.0%
Total Personnel Costs	708,816.76	708,816.76	100.0%
Operating Costs- Direct			
Contractual Services	149,887.00	149,887.00	100.0%
Audit Costs	4,200.00	4,200.00	100.0%
Consumable Supplies	42,090.00	42,090.00	100.0%
Telephone	5,200.00	5,200.00	100.0%
Postage and Shipping	580.00	580.00	100.0%
Occupancy			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease/Purchase	6,800.00	6,800.00	100.0%
Equipment Maintenance	-	-	
Printing & Publications	300.00	300.00	100.0%
Travel			
a. Local Travel	6,000.00	6,000.00	100.0%
b. Out of Town Travel			
Conferences, Meetings, Etc.	13,700.00	13,700.00	100.0%
Direct Assistance to Beneficiaries	10,833.00	10,833.00	100.0%
Membership Dues	3,350.00	3,350.00	100.0%
Equipment, Land, Buildings	-	-	
Insurance	17,500.00	17,500.00	100.0%
Fuel and Vehicle Maintenance	15,625.00	15,625.00	100.0%
GWC Start Up Expenses	10,000.00	10,000.00	100.0%
Total Operating Costs	286,065.00	286,065.00	100.0%
Total Direct Costs (Personnel & Operating)	994,881.76	994,881.76	100.0%
Indirect Costs 10%	99,488.18	99,488.18	100.0%
TOTAL PROGRAM EXPENSES	1,094,370	1,094,370	100.0%

City of Albuquerque
Department of Family and Community Services
APP #3: Revenue Summary Form

Agency Name: Heading Home

Project Title: Emergency Winter Shelter and Gateway Phase I

Revenue Sources	Agency Total	% of Agency Budget
Government Revenues		
Revenues from Federal Government other than Medicaid		
Fees from Federal Government Agencies:		
Veterans Administration	120,000.00	1.02%
CABQ Pass Through Funds	379,842.00	3.24%
Grants from Federal Government Agencies:		
		0.00%
		0.00%
		0.00%
Medicaid Reimbursements:		0.00%
Subtotal Federal Agencies	499,842.00	4.26%
Revenues from State Government (On separate lines, list each State Agency providing fees/funding and the amount of funding)		
Fees from State Government Agencies:		
NM Mortgage Finance Authority	99,035.00	0.84%
SOAR	168,980.00	1.44%
Grants from State Government Agencies:		
		0.00%
Subtotal State Agencies	268,015.00	2.29%
Revenues from County Government		
Revenues from the City of Albuquerque (including this proposal or	9,123,072.00	77.79%
Other Municipal Government Revenues		
Subtotal Local Government	9,123,072.00	77.79%
TOTAL GOVERNMENT REVENUES FROM ALL SOURCES	9,890,929.00	84.34%
Other Revenue:		
Contributions	398,334.00	3.40%
Other Revenue	1,438,137.00	12.26%
Subtotal Other Revenues	1,836,471.00	15.66%
TOTAL REVENUE FROM ALL SOURCES	11,727,400.00	100.00%

1. Agency Name: Heading Home

2. Project ' Gateway Emergency Winter Shelter Jan 10 - Apr 3, 2023

Gateway Phase 1 and 24/7 Receiving Area Apr 3 - Jun 30, 2023

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 Project	Position Title	Salary for the Project	Amount Requested from the City	Percent Requested (Amount Requested / Salary to the Program)	Timeline
0.10	Chief Executive Officer	6,666.66	6,666.66	100.0%	Jan 10 - June 30
0.25	Chief Operations Officer	11,250.00	11,250.00	100.0%	Jan 10 - June 30
1.00	Executive Director	33,737.60	33,737.60	100.0%	Jan 10 - June 30
3.00	Program Director	65,520.00	65,520.00	100.0%	Jan 10 - June 30
0.20	Financial Controller	7,500.00	7,500.00	100.0%	April 3 - June 30
1.00	Data Coordinator	23,233.60	23,233.60	100.0%	Jan 10 - June 30
1.50	Intake Coordinator	28,969.20	28,969.20	100.0%	Jan 10 - June 30
1.00	Housing Manager	10,748.40	10,748.40	100.0%	April 3 - June 30
2.00	Case Manager	21,496.80	21,496.80	100.0%	April 3 - June 30
2.00	Housing Navigator	19,312.80	19,312.80	100.0%	April 3 - June 30
4.00	Peer Support Worker	42,993.60	42,993.60	100.0%	April 3 - June 30
7.50	Social Services Assistant/SSA	52,553.10	52,553.10	100.0%	Apr 3 - June 30
12.00	Social Services Assistant/SSA	106,080.00	106,080.00	100.0%	Jan 10 - June 30
3.50	Security Personnel	64,220.00	64,220.00	100.0%	Jan 10 - June 30
3.00	Custodian	46,800.00	46,800.00	100.0%	Jan 10 - June 30
4. Salaries & Wages this Page		541,081.76	541,081.76	100.0%	
5. Payroll Taxes and Employee Benefits *		167,735.00	167,735.00	100.0%	
6. Total Personnel Costs		708,816.76	708,816.76	100.0%	

* Payroll Taxes: FICA @ xx%; Unemployment Insurance @ xx%; Workers Comp @ xx%

Employee Benefits: Health Insurance @xx% Retirement @ xx%

Other @ xx%

City of Albuquerque
Department of Family and Community Services
APP #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: Heading Home

Winter Shelter and Phase I

3. Direct and Indirect Costs: 1,668,282.07

Line Item and Basics (Non-Personnel)	Project Total	Amount Requested	Amount Other Sources	Percent Requested	Timeline
Contractual Services					
Stericycle bio and drug disp. svc. 250 mo.	1,500.00	1,500.00		100.0%	Jan 10 - June 30
Linen Service 500lbs/wk@1.40/lb.	18,200.00	18,200.00		100.0%	Jan 10 - June 30
Food Catering Service 4900/wk	127,400.00	127,400.00		100.0%	Jan 10 - June 30
Live Vid Interpret Svc inc. ASL 4.99m	1,287.00	1,287.00		100.0%	Apr 3 - June 30
Uniforms for Staff	1,500.00	1,500.00		100.0%	Jan 10 - June 30
Total Contractual Services	149,887.00	149,887.00		100.0%	
Audit Costs					
	4,200.00	4,200.00		100.0%	Jan 3 - June 30
SJT Group LLC					
Consumable Supplies					
	42,090.00	42,090.00		100.0%	Jan 10 - Jun 30
Cleaning Products 4k					Jan 10 - Jun 30
Cleaning Equipment 4k					Jan 10 - Jun 30
PPE and Hygiene 3.3k					Jan 10 - Jun 30
Eating Supplies 3.3k					Jan 10 - Jun 30
Coffee Products 1.7k					Jan 10 - Jun 30
Coffee Service Equipment 1k					Jan 10 - Jun 30
Linens 12k					Jan 10 - Jun 30
Resident Laundry Supplies \$850					Jan 10 - Jun 30
Office Supplies 6k					Jan 10 - Jun 30
Resident snacks 1.7k					Jan 10 - Jun 30
CINTAS First Aid Supplies 1k					Jan 10 - Jun 30
Cutlery 3k					Jan 10 - Jun 30
Metal Detector Wands 2@\$120 ea.					
Telephone					
Cell Phone Reimbursement for staff	2,700.00	2,700.00		100.0%	
Office Phones/FAX 416.60 mo.	2,500.00	2,500.00		100.0%	
Internet/Network Service					
Postage and Shipping					

	580.00	580.00		100.0%	Jan 10 - Jun 30
Direct Postage Costs 430.00					
Postage Cost Allocation 150.00					
Occupancy					
a. Rent	-	-			
b. Utilities	-	-			
c. Other	-	-			
Equipment Lease/Purchase					
	6,800.00	6,800.00		100.0%	
Copier Lease and copy allowance 5k					Jan 10 - Jun 30
TV and wall mount \$1200					
Hotboxes for bedbugs 3 @ 200 ea					Jan 10 - Jun 30
Equipment Maintenance					
	-	-			
Printing & Publications					
	300.00	300.00		100.0%	Jan 10 - Jun 30
Business Cards 300		-			
Travel					Jan 10 - Jun 30
	6,000.00	6,000.00			
@ .625/mi = 6,000					
Conferences, Meetings, Etc.					
	13,700.00	13,700.00		100.0%	
Conf/Train Travel Expense 2.7k					
Set up expenses 2,500					Jan 10 - Jun 30
Cultural Humility Training 3,500					Apr 3 - Jun 30
MANDT Trainer Cert. 5,000					Apr 3 - Jun 30
Direct Assistance to Beneficiaries					
	10,833.00	10,833.00		100.0%	Apr 3 - Jun 30
expenses/supplies, documents,					
Membership Dues					
	3,350.00	3,350.00		100.0%	
HMIS Project License Fees 3k					
Wholesale Clubs 350.00					
Equipment, Land, Buildings					
	-	-			
Insurance					
	17,500.00	17,500.00		100.0%	Jan 10 - Jun 30
HUB General liability Insurance					
Fuel and Vehicle Maintenance					
@ .625 per/Fed. mileage rate @ 25K miles	15,625.00	15,625.00			
Start Up Expenses					
	10,000.00	10,000.00		100.0%	

TOTAL OPERATING COSTS	286,065.00	286,065.00		100.0%

Indicate the amount and percent of total requested funds which you anticipate expending on a quarterly basis, providing a written explanation of any projected drawdowns which exceed 25% of the total requested funds in any one quarter.

Quarter Ending	Amount to be Requested	Percent of Total
March 31, 2022	\$ 547,184.97	50.00%
June 30, 2022	\$ 547,184.97	50.00%
Total	1,094,370	100.00%

Explanation:

[illegible]

4. As applicable: Reimbursement Rate – only applicable to *unit of service* contracts:

Rate: \$ per (hour, client, etc.)	\$ per unit	unit of service
Annual units:		

5. As applicable: Rate Justification – only applicable to *unit of service* contracts:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524
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City of Albuquerque
Department of Family and Community Services
APP #6: Budget Detail Form: Projected Drawdown Schedule

Indicate the amount and percent of total requested funds which you anticipate expending on a quarterly basis, providing a written explanation of any projected drawdowns which exceed 25% of the total requested funds in any one quarter.

Quarter Ending	Amount to be Requested	Percent of Total
March 31, 2022	\$ 547,184.97	50.00%
June 30, 2022	\$ 547,184.97	50.00%
Total	1,094,370	100.00%

Explanation:

4. As applicable: Reimbursement Rate -- only applicable to *unit of service* contracts:

Rate: \$ per (hour, client, etc.)	\$ per unit	unit of service
Annual units:		

5. As applicable: Rate Justification -- only applicable to *unit of service* contracts:

AGREEMENT

THIS AGREEMENT is made and entered into upon the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and **Heading Home, P.O. Box 27636, Albuquerque, NM 87125**, a New Mexico non-profit corporation (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

WHEREAS, there was a delay in the execution of the Agreement, causing a gap between January 10, 2023 and the execution of the Agreement; and

WHEREAS, the City and the Contractor wish to ratify all actions taken by the parties consistent with this Agreement, from January 10, 2023 through to the date of execution of this Agreement.

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 September 23, 2022 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 June 30, 2023. By signing this

Agreement, the parties ratify all actions taken consistent with this Agreement, from September 23, 2022 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 September 23, 2022.

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 MILLION NINETY-FIVE THOUSAND EIGHT HUNDRED THIRTY-ONE AND 84/100 DOLLARS (\$1,095,831.84)**, 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 and Exhibit B 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.
- (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.

- 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 Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, 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. The 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 staff of the City's Department of Family and Community Services to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that the City's Department of Family and Community Services 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. The 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 Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended.

11. Special Provisions: The availability of funds for the activities covered by the Scope of Services outlined herein and for performance of this Agreement, depends solely on the provision of said funds to the City, and the allocation of said funds to the Department of Family and Community Services. The City assumes the responsibility for payment of the compensation due to the Contractor under Sections 4A and 4B herein, to the extent funds for such compensation are made available to the City, and are allocated for use by the Department of Family and Community Services.

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 Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, 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 Per Occurrence (or \$1,000,000 CGL plus \$1,000,000 Umbrella coverage)
 \$2,000,000 Policy Aggregate
 \$1,000,000 Products Liability/Completed Operations
 \$1,000,000 Personal and Advertising Injury
 \$ 5,000 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 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 Family and Community Services
P.O. Box 1293
Albuquerque, NM 87103

or for hand delivery:

Director, Department of Family and Community Services
400 Marquette NW, 5th Floor, Room 504
Albuquerque, NM 87102

For the Contractor, notices may be sent to:

Executive Director
Heading Home
PO Box 27636
Albuquerque NM 87125

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

A. Discrimination Prohibited; Americans with Disabilities Act:

- (1) Civil Rights Compliance: 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. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights 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, 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, 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 Contracts Awarded Under the City of Albuquerque, Department of Family and*

Community Services, Social Services Program, 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 Department of Family and Community Services of 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 Department of Family and Community Services cumulative 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.

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 Department of Family and Community Services of 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 accordance with the federal government's Office of Management and Budget Circular A-133 as amended. 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 A-133, 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 Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement.
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. 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.
35. 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.

36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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

**EXHIBIT A
FY2023 SCOPE OF SERVICES**

Operate the Winter Emergency Overnight Shelter, Gateway at Gibson Health Hub and
Provide Support for 24/7 Receiving Area
General Fund
Heading Home

I. Goals and Objectives:

- A. 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.
- B. To demonstrate exceptional hospitality towards people experiencing homelessness in Albuquerque.
- C. To support the exit of as many guests as possible to permanent housing through trauma-informed care.
- D. To fill service gaps for people experiencing homelessness in our community.

II. 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 Winter Emergency Overnight Shelter at Gibson Health Hub, Phase I Gateway overnight beds, and services to operate the 24/7 Receiving Area during designated timeframes, for unsheltered individuals and with the needed operational and support services.

A. Service Activities and Outputs

(1) Winter Emergency Overnight Shelter (January 10, 2023 to April 3, 2023)

- a. Operate emergency winter shelter for guest service accessibility between the hours of 4:30 PM to 8:30AM for a nightly census of 35 unsheltered adults who identify as female and 25 unsheltered adults who identify as male in two separate sleeping areas on the Gibson Health Hub campus.
- b. Provide trained staff to conduct services and develop Standard Operating Procedures (SOPs) in consultation with the City and provide oversight to ensure SOPs are appropriately implemented for services that shall include, but not be limited to:

1. Develop and conduct intake processes, including a referral and prioritization system and exit process in coordination with partner providers and street outreach teams;
 2. Create a daily bed roster and communicate the roster to Gibson Health Hub security (and the City, as requested);
 3. Conducting intake for shelter guests, to include orienting guests to shelter processes, guest behavior agreement, site guidelines and collection of signed forms;
 4. Implementing an amnesty box to safely store materials not allowed in the shelter.
- c. Ensure safety and security for guests, operations staff, and neighboring tenants on site as it relates to shelter services, including the following:
1. Ensure that guests do not remain on the property outside of operating hours;
 2. Provide 24/7 security staffing and measures for the interior and exterior perimeters, with processes that adapt to the needs of the daily operation schedules;
 3. Coordinate with City for any additional guidance on existing security measures and support at site;
 4. Monitor compliance with the guest agreement and site guidelines.
- d. Maintain cleanliness of utilized space, including the following:
1. Implement measures to prevent bed bugs, including heat treatment of all guests' belongings prior to initial entry into the sleeping areas;
 2. Operate external storage area and system to secure large items such as carts;
 3. Ensure the sufficient supply of clean linens for guest use;
 4. Provide janitorial staffing to ensure ongoing cleanliness of space and portable restrooms with a daily checklist created in consultation with the City and procedures to address emergent situations;
 5. Implement outdoor smoking location, access and guidelines in coordination with City Gibson Health Hub staff;
 6. Implement a pet policy that maintains guest responsibility for safety and cleanliness.

- e. Provide dinner for shelter guests, including the following:
 - 1. Contract with local businesses that can reliably deliver a variety of nutritious meals and accommodate dietary restrictions as needed;
 - 2. Implement process to order and distribute meals and clean up after;
 - 3. In alignment with the [City's Minority and Women's Business Enterprises Ordinance](#), Section 5-6-1 *et seq.* ROA 1994, the Contractor must undertake to ensure there are no undue or unnecessary requirements imposed on subcontractors that may inhibit or prevent the purchase of goods and services from businesses that are otherwise qualified to provide such goods and services.
 - 4. Ensure that caterer selected has the ability to provide culturally appropriate food to all shelter guests including but not limited to Native American guests.
- f. Transportation
 - 1. Monitor and coordinate transportation (a shuttle or other form) for up to 50 people referred by agencies to the shelter between the hours of 4:30 PM to 8:30 PM and 6:30 AM to 8:30 AM with at least 2 pick-up/drop off locations;
 - 2. Provide appropriately trained and licensed staff to operate designated transportation.
- g. Provide entertainment for guests through an available living room with a TV.

(2) Gateway at Gibson Health Hub (beginning April 3, 2023 with select services beginning on September 23, 2022)

- a. Collaborate with the City through activities, including the following:
 - 1. Provide input into the architectural and programmatic design of Gateway that involves feedback from partners who provide direct services to guests and are able to incorporate learnings from populations that have been historically underrepresented, underserved or disproportionately unsheltered;
 - 2. Participate in meetings with the City staff operating the Gibson Health Hub, no less than monthly for the first six months of operation, and on an as-needed basis thereafter;
 - 3. Develop standard operating policies and procedures (SOPs) in advance of opening the Gateway.

- b. Communicate with and receive feedback from the surrounding community through activities, including the following:
 - 1. Participate in meetings described in the Good Neighbor Agreement;
 - 2. Participate in regular meetings with other service providers within and outside of the Gibson Health Hub to facilitate efficient coordination of services for Gateway guests;
 - 3. Incorporate shelter guests into the operation of the Gateway giving them a sense of ownership of their space, which could include a welcome committee, job openings, or peer committee;
 - 4. Incorporate feedback into daily practice in consultation with the City.
- c. Address service gaps in the shelter-provider community:
 - 1. Work with the City to develop a communication strategy to effectively reach out to and welcome populations that typically do not access shelter;
 - 2. Build on relationships with service providers such as, but not limited to, First Nations Community Health Source, Tribal social workers, and Indian Health Services;
 - 3. Conduct hiring practices that incorporate efforts to recruit and retain staff to support guest exit plans to housing:
 - (a) Case Managers with lived experience or familiarity with culturally competent services to increase uptake of housing services by historically underserved populations in Albuquerque, including but not limited to, Native American and LGBTQ+ populations.
 - (b) Housing Navigators experienced in guiding guests through a broad variety of housing resources and knowledge of housing options available through housing agencies and housing authorities in urban, rural, and tribal areas;
 - (c) De-escalation Team/Monitors/Social Service Aides that may be Certified Peer Support Workers or bring other lived experience and knowledge to work respectfully and effectively with guests.
- d. Core Services
 - 1. Provide trained staff to operate the shelter, including intake and monitoring;

2. In collaboration with the City Department of Family and Community Services (FCS) and Office of Equity and Inclusion (OEI), develop detailed policies, procedures, protocols and checklists for the daily operations of the Gateway;
3. Maintain, implement, and revise standard operating procedures (SOPs) on an as needed basis. Policies and procedures shall include but not be limited to:
 - (a) Manage an intake process from 8:00 AM to 4:00 PM from referring agencies across Albuquerque;
 - (b) Implement measures to prevent bed bugs including heat treatment of all guest belongings prior to initial entry into the sleeping areas;
 - (c) Implement an amnesty box to safely store materials not allowed in the shelter;
 - (d) Manage guest roster and bed assignment;
 - (e) Monitor compliance with guest agreements and facility guidelines;
 - (f) Manage a behavior contract system including documentation of incidents, warnings and positive interactions.
4. Proactively offer guests the opportunity to develop an individualized exit plan to another safe, stable location such as housing. The services shall include but not be limited to:
 - (a) Meet with guests within 72 hours of intake to conduct an assessment;
 - (b) Develop together with guests, a short-term Individual Service Plan (ISP) to include, but not be limited to, assembling documents required for housing, identifying service needs, and developing meaningful goals to increase income and well-being;
 - (c) Meet as often as needed throughout the guest's stay to support consistent progress towards established goals. In cases where guest does not attend established appointment, make at least three attempts per week to reschedule;
 - (d) Provide warm handoff to supportive housing case management as applicable.
5. Operate the Shelter in a sanitary and safe manner, including development of a de-escalation/crisis response team that will:

- (a) Meet with the individual and support transition into Gateway within 24 hours of intake;
 - (b) Develop and review standard behavior agreement;
 - (c) Respond to guest incidents by deploying trauma-informed care, cultural humility and de-escalation strategies;
 - (d) Proactively meet with guests to build rapport and sense of connectedness while maintaining guest confidentiality;
 - (e) Monitor the building and grounds on a 24/7 basis to ensure guest health and safety;
 - (f) Ensure the sufficient supply of clean linens for guest use;
 - (g) Provide janitorial staffing to ensure ongoing cleanliness of space with a daily checklist created in consultation with the City and procedures to address emergent situations;
 - (h) Implement outdoor smoking location, access and guidelines;
 - (i) Implement a pet policy that maintains guest responsibility for safety and cleanliness.
6. Coordinate with partner agencies to maintain the safety, cleanliness and sanitation of the receiving area facility, assist with client transfer, and snacks:
- (a) Provide security services to monitor safety and provide de-escalation as needed in the intake and waiting areas;
 - (b) Maintain cleanliness of resting rooms and waiting area including janitorial and linens scheduled daily and when immediate need arises;
 - (c) Report maintenance work needed on a timely basis to the City through maintenance request system;
 - (d) Provide snacks/drinks if needed for individuals in the resting rooms.
7. Transportation
- (a) Operate transportation (a shuttle or other form) for people referred by agencies to the Gateway between the hours of 8:00AM and 8:00 PM;
 - (b) Arrange for or provide transportation for Gateway guests to attend important appointments, including but not limited to, medical visits,

housing search, employment search, benefit enrollment and other determined priorities;

- (c) Provide appropriately trained and licensed staff to operate designated transportation.

e. Other Services

1. Dining

- (a) Procure, distribute and clean-up for three meals per day;
- (b) Provide 24/7 guest snacking options for overnight beds and 24/7 receiving area;
- (c) Ensure appropriate food is available to accommodate guest dietary requirements;
- (d) Manage storage and distribution of food donations;
- (e) In alignment with the [City's Minority and Women's Business Enterprises Ordinance](#), Section 5-6-1 *et seq.* ROA 1994, the Contractor must undertake to ensure there are no undue or unnecessary requirements imposed on subcontractors that may inhibit or prevent the purchase of goods and services from businesses that are otherwise qualified to provide such goods and services.
- (f) Ensure that caterer has the ability to provide culturally appropriate food to all shelter guests including but not limited to Native American guests.

2. Medical

- (a) Be prepared to implement COVID/pathogen mitigation practices including, but not limited to, an isolation space, and/or periodic testing in consultation with the City;
- (b) Ensure staff are trained in CPR, Narcan administration, and basic First Aid.

3. Storage: Operate a system for individuals to track and safely store their belongings while they reside at the Gateway and 24/7 Receiving Area; the City will provide space on the GHH property.

4. Ensure the Shelter is low-barrier, including the following:

- (a) Operate the access control system and protocols that enable guests to come and go from the Shelter as necessary;
- (b) Create a protocol to allow guests to have visitors during business hours;
- (c) Administer admissions policies that include, among other things, the admission of guests under the influence and guests with complex histories, provided they are not disruptive or aggressive;
- (d) Follow all applicable federal, state and local laws and regulations to provide shelter for as many guests as possible.

5. Data

- (a) Confidentially collect and manage guest data as required by the City and other regulatory agencies;
- (b) Enter complete data into the Homeless Management Information System (HMIS) in accordance with HMIS standards;
- (c) Conduct a VI-SPDAT with all guests, to register them for the Coordinated Entry System to attain housing;
- (d) Manage HIPAA-compliant database where intake and further assessment information is stored.

B. Service Outcomes:

(1) Winter Emergency Shelter Outcomes: 100% of Emergency Winter Shelter Guests are offered, and 50% of Emergency Winter Shelter Guests will complete the VI-SPDAT assessment and register/update in Coordinated Entry System.

(2) Gateway Outcomes:

- a. 100% of Gateway guests will be assigned to a case manager upon intake;
- b. 100% of Gateway guests will complete the VI-SPDAT assessment;
- c. 35% of Gateway guests exit to permanent housing;
- d. 80% will complete an Individualized Service Plan;
- e. All guests, including historically underserved populations are housed at comparable rates to other demographic groups;
- f. 80% of incident reports are de-escalated without the need for a First Responder;

- g. 80% of guests report progress toward achieving their goals for housing and social determinants of health as measured by a survey conducted by neutral party.

C. Service Implementation and Reporting:

- (1) Provide sufficient staffing levels in order for team members to develop rapport, connection and a trusting relationship with guests, and monitoring to ensure safety and minimize any unnecessary discharges.
 - a. Conduct and maintain current and consistent staff training to include but not be limited to: Mandt System,[®] motivational interviewing, life-saving techniques, de-escalation strategies, trauma-informed care and cultural humility;
 - c. Respect each guest and create a safe environment for cultural awareness and inclusion.
- (2) Conduct data collection and compilation to support any City, State, or Federal evaluation efforts by providing the requested information for services delivered.
 - a. Maintain appropriate documentation and data such as incident reports to additionally ensure that negative events can be addressed and mitigated;
 - b. Conduct oversight and troubleshooting of database system;
 - c. Ensure data can be compiled in a de-identified format for evaluation purposes;
 - d. Capture basic demographic and individual identifiers to be able to assist in assessing any gaps and/or services that guests may more appropriately benefit from;
 - e. Conduct exit interviews to document stories of guests' journey from homelessness back to housing;
 - f. Submit to the City's evaluation team (to be determined by Family and Community Services) on a quarterly basis a summary of milestones defined in consultation with the City evaluation team.
- (3) Develop policies and procedures in coordination with the collaborating agencies and the City (that may include, but is not limited to, the Commission on American Indian and Alaskan Native Affairs). Utilize a continuous quality improvement system to track and evaluate program progress, identify gaps in program implementation, and implement action steps to improve program implementation.
- (4) Enter complete and accurate data in the Homeless Management Information System (HMIS) in accordance with existing HMIS standards in a timely manner including

entry and exit dates. Staff that conduct HMIS tasks shall be shared across programs to include the Emergency Winter Shelter, Gateway, and 24/7 Receiving Area.

- a. Conduct staff training on data collection and reporting on HIPAA-compliant database;
 - b. Conduct the VI-SPDAT with every single guest and register into the Coordinated Entry System to access housing.
- (5) In accordance to Title IV Civil Rights Act of 1964 and [City of Albuquerque's R-21-231](#), we require implementation of a language access plan for at minimum Spanish, Diné/Navajo, ASL, Vietnamese, and Mandarin (which all have more than 1,000 speakers in Albuquerque) including creating infrastructure for 24/7 interpretation and translation services.
- (6) Coordinate with and promote feedback from service providers who are well trained and experienced with a focus on serving historically underserved populations such as but not limited: Native Americans, LGBTQ+, and minority female populations.
- (7) Ensure timely reporting to the City of any unaddressed pest or maintenance issues.