

EC-20-82




Mayor Timothy M. Keller

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

**INTER-OFFICE MEMORANDUM**

**May 16, 2020**

**TO:** Pat Davis, President, City Council

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

**SUBJECT:** **Approval of the Third Supplemental Agreement to add funding for the FY20 Heading Home Westside Emergency Housing Center (WEHC) contract due to COVID-19**

Transmitted herewith for City Council consideration and approval is a Third Supplemental Agreement to add funding for the FY20 Heading Home Westside Emergency Housing Center (WEHC) contract due to COVID-19.

The Third Supplemental Agreement adds one million one hundred thirty-two thousand three hundred thirteen dollars and sixty-two cents (\$1,132,313.62) to the Original Agreement, bringing the aggregate total of the Agreement to three million eight hundred fifty-nine thousand seven hundred sixty-two dollars and seventy-eight cents (\$3,859,762.78).


Council approval is required pursuant to Section 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance. I am forwarding this Third Supplemental Agreement for your consideration and action.

**Legislation Title: Approval of the Third Supplemental Agreement to add funding for the FY20 Heading Home Westside Emergency Housing Center (WEHC) contract due to COVID-19**


**Recommended:**

  
\_\_\_\_\_  
**Sarita Nair** **Date**  
**Chief Administrative Officer**

**Approved as to Legal Form:**

DocuSigned by:  
  
\_\_\_\_\_  
**Esteban Aguilar, Jr.** **Date**  
**City Attorney**

**Recommended:**

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

## **Cover Analysis**

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

Approval of the Third Supplemental Agreement to add funding for the FY20 Heading Home Westside Emergency Housing Center (WEHC) contract due to COVID-19.

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

This piece of legislation provides the approval required by Section 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance and allows the Department of Family and Community Services to provide additional funding for the FY20 Heading Home Westside Emergency Housing Center (WEHC) contract due to COVID-19.

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

This is needed in order to provide additional funding for Heading Home who is providing needed expanded services due to COVID-19 for people experiencing homelessness in need of emergency shelter.

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

The Third Supplemental Agreements adds one million one hundred thirty-two thousand three hundred thirteen dollars and sixty-two cents (\$1,132,313.62). The funding source is FEMA to combat COVID-19 and cash match.

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

No.

**FISCAL IMPACT ANALYSIS**

TITLE: Approval of the Third Supplemental Agreement to add funding for the FY20 Heading Home Westside Emergency Housing Center (WEHC) contract due to COVID-19

R: O:  
FUND: 265  
DEPT: Family and Community Services

- ☐ 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:

	2020	Fiscal Years 2021	2022	Total
Base Salary/Wages	-			-
Temporary Wages	-			-
Fringe Benefits at	-		-	-
Fringe Benefits at	-	-		-
Subtotal Personnel	-	-	-	-
Operating Expenses	1,132,314			1,132,314
Property		-	-	-
Indirect Costs	-			-
Total Expenses	\$ 1,132,314	\$ -	\$ -	\$ 1,132,314
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Amount of Grant	849,235	-		849,235
City Cash Match	283,078			283,078
City Inkind Match			-	-
City IDOH	-	-		-
Total Revenue	\$ 1,132,314	\$ -	\$ -	\$ 1,132,314

These estimates do not include any adjustment for inflation.

\* Range if not easily quantifiable.

Number of Positions created

**COMMENTS:** The Third Supplemental Agreements adds \$1,132,313.62 to expanded services due to COVID-19 for people experiencing homelessness in need of emergency shelter. The funding source is FEMA to combat COVID-19 and cash match.

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

PREPARED BY: DS

FISCAL MANAGER

REVIEWED BY:

DocuSigned by:

EXECUTIVE BUDGET ANALYST

5/21/2020

APPROVED:

DocuSigned by:

Carol Pierce

5/21/2020

DIRECTOR

DocuSigned by:

Lawrence L. Davis

BUDGET OFFICER (date)

5/21/2020

DocuSigned by:

Christine Baerner

CITY ECONOMIST

5/26/2020



THIRD SUPPLEMENTAL AGREEMENT  
TO  
SOCIAL SERVICES AGREEMENT  
CCN# \_\_\_\_\_

**THIS THIRD SUPPLEMENTAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Albuquerque, New Mexico, a municipal corporation (hereafter referred to as the “City”), and **Heading Home, P.O. Box 27636, Albuquerque, NM 87125**, a New Mexico non-profit corporation (hereafter referred to as the “Heading Home”).

WHEREAS, the City entered into an agreement with Heading Home dated June 24, 2019, hereafter referred to as the “Original Agreement,” whereby Heading Home agreed to provide certain social services; and

WHEREAS, the City and the Contractor entered into a First Supplemental Agreement (First Supplemental) dated February 7, 2020, increasing funds to meet the need for expanded services; and

WHEREAS, the City and the Contractor entered into a Second Supplemental Agreement (Second Supplemental) dated April 12, 2020, changing the reimbursement process to a fee for service reporting; and

WHEREAS, in this Third Supplemental Agreement, the City and the Contractor have agreed to revise the compensation based on expenses associated with meeting expanded City needs within the same scope of services; and

WHEREAS, these expanded City needs are due to COVID-19, and the revised compensation has been justified in attached Exhibit A to this Third Supplemental Agreement; and

WHEREAS, the City and the Contractor wish to ratify all actions taken by the parties from March 15, 2020 to the date of execution of this Agreement; and

WHEREAS, the parties acknowledge it is their intent and explicit agreement that all of the terms and conditions of this Agreement are applicable continuously commencing on March 15, 2020.

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

1. Section 4.A. of the Original Agreement is hereby amended to read 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 MILLION, EIGHTY HUNDRED FIFTY-NINE THOUSAND, SEVEN HUNDRED**

**SIXTY-TWO AND 78/100 DOLLARS (\$3,859,762.78)**, 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. The method of payment regarding differential will be through cost reimbursement and the method of payment for work done at the City Community Centers will be through fee for service.

2. Exhibit B to the Original Agreement is amended to include the documents attached to this Third Supplemental Agreement as Exhibit A (Request for Budget Revision, Part A; Project Budget Detail Form; and Request for Budget Revision, Part B).

3. The Original Agreement is hereby amended to include the following provision:

FEMA Contract Requirements: If applicable to the goods and services provided under this Agreement, the Parties shall comply with all federal, state or municipal emergency, safety and health codes, laws, rules, regulations or ordinances, federal or state law, regulation and local ordinance including but not limited to all FEMA contract requirements, which are incorporated by reference and set forth in Exhibit B to the Third Supplemental Agreement.

4. The Original Agreement is hereby amended to include the following provision:

Force Majeure: Neither the Contractor nor the City shall be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of either party which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in reasonable time (hereinafter "Force Majeure Event").

The party seeking to rely upon a Force Majeure Event(s) for any failure to perform shall promptly inform the other in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested and 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 either of them 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.

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 Third Supplemental

Agreement, in which event, the terms and conditions of this Third Supplemental Agreement shall control.

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

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Contractor have executed this Third Supplemental Agreement as of the date first above written.

CITY OF ALBUQUERQUE

CONTRACTOR: HEADING HOME  
(Signature below must be that of a board member authorized to bind the corporation).

Approved By:

Approved By:

\_\_\_\_\_  
Carol M. Pierce, Director  
Department of Family and Community  
Services

Signature: \_\_\_\_\_

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

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

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

HEADING HOME

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

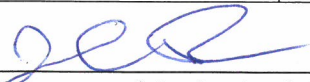
\_\_\_\_\_  
Sarita Nair  
Chief Administrative Officer

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

City of Albuquerque  
Department of Family and Community Services  
FIN #3: Request for Budget Revision (Part A)

1. Agency Name and Mailing Address  Heading Home: PO Box 27636, Albuquerque, NM 87125		2. Telephone Number  505-344-2323
3. Project Title  Westside Emergency Housing Center GF	4. Contract Number  201901316	5. Budget Revision Number  3

6. Expenditure Category	Approved Budget	Revised Amount <Decrease>Increase	Proposed Revised Budget
Salaries and Wages	1,906,772.20	890,986.08	2,797,758.28
Payroll Taxes & Employee Benefits	324,151.28	151,468.00	475,619.28
<b>Total Personnel Costs</b>	2,230,923.48	1,042,454.08	3,273,377.56
Contractual Services	43,060.00		43,060.00
Audit Costs	9,809.00		9,809.00
Consumable Supplies	110,600.00		110,600.00
Telephone	12,631.00		12,631.00
Postage and Shipping	600.00		600.00
Occupancy: Rent			
Occupancy: Utilities			
Occupancy: Other			
Equipment Lease	30,704.00		30,704.00
Equipment Maintenance	9,600.00		9,600.00
Printing and Publications	1,200.00		1,200.00
Travel: Local	9,417.00		9,417.00
Travel: Out-of-Town			
Conferences, Meetings	3,145.00		3,145.00
Direct Assistance/Beneficiaries	3,534.74		3,534.74
Membership Dues			
Equipment, Land and Buildings			
Insurance	5,305.00		5,305.00
Fuel and Vehicle Maintenance	23,830.68		23,830.68
<b>Total Operating</b>	263,436.42		263,436.42
Total Direct Costs (Personnel & Operating)	2,494,359.90	1,042,454.08	3,536,813.98
Indirect Costs	233,089.26	89,859.54	322,948.80
<b>Total Project Expenses</b>	2,727,449.16	1,132,313.62	3,859,762.78

Submitted by:  Date 5/13/20  
(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 <u>Larissa Martin</u>	Date <u>5/13/2020</u>
Reviewed by Fiscal Officer <u>Christa Wagner</u> MC	Date <u>5/13/2020</u> 5/13/20
Approved by Fiscal Manager <u>Anna Marie Lujan</u>	Date <u>5/13/2020</u>
Approved by Division Manager <u>Heidiliza Shultz</u>	Date <u>5/15/2020</u>

1. Agency Name:	
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2. Project Title:
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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)		
COMMUNITY CENTERS						306,504.00	0.34
2.00	Supervisor (14.25/hr; 108 days; 8 hours/day)	24,624.00	24,624.00	100.0%	52,105.81	5. Payroll Taxes and Employee Benefits *	
29.00	Monitor (29 monitors/day; 108 days; 11.25/hr; 8 hours/day)	281,880.00	281,880.00	100.0%	30,912.17	Indirect	
						389,521.97	Total Cost Shelters
DIFFERENTIAL REGULAR HOURS (\$2 and \$6(blue team))			FORMULA ASSUMES 80 HOURS /WEEK / EE for 16 Weeks			5,058.73	Cost per day (108 days) (BILLED AS FEE FOR SERVICE)
4.00	Guest Host Services	10,240.00	10,240.00	100.0%			
7.00	Shift Supervisor	17,920.00	17,920.00	100.0%			
51.00	Monitor	130,560.00	130,560.00	100.0%			
5.00	Outreach	12,800.00	12,800.00	100.0%			
2.00	Lead Security	5,120.00	5,120.00	100.0%			
4.00	Custodial	10,240.00	10,240.00	100.0%			
1.00	HMIS DC	2,560.00	2,560.00	100.0%			
1.00	Security	2,560.00	2,560.00	100.0%	217,600.00	0.24	
5.00	Security	12,800.00	12,800.00	100.0%	36,992.09	5. Payroll Taxes and Empl	
3.00	Program Director	7,680.00	7,680.00	100.0%	21,945.84	Indirect	
2.00	Van Driver	5,120.00	5,120.00	100.0%	276,537.93	Total Cost Differential Regular Hours (BILLED COST REIMBURSEMENT)	
OVERTIME (INCLUDES BASE PAY AND HAZARD PAY)			FORMULA ASSUMES 8 HOURS OT /WEEK / EE for 16 Weeks				
4.00	Guest Host Services (\$19.88-\$25.88/hr)	11,714.56	11,714.56	100.0%	<-- Formula Avg's the high low as some get \$2 and some get \$6 per hour extra		
7.00	Shift Supervisor (\$21-\$30/hr)	22,848.00	22,848.00	100.0%			
51.00	Monitor (\$19.88-\$25.88/hr)	149,360.64	149,360.64	100.0%			
5.00	Outreach (\$19.88-\$25.88/hr)	14,643.20	14,643.20	100.0%			
2.00	Lead Security (\$21-\$27/hr)	6,144.00	6,144.00	100.0%			
4.00	Custodial (\$18.53-\$24.53/hr)	11,023.36	11,023.36	100.0%			
1.00	HMIS DC (\$21-\$27/hr)	3,072.00	3,072.00	100.0%	241,198.08	0.27	
1.00	Security (\$18.53-\$24.53/hr)	2,755.84	2,755.84	100.0%	41,003.77	5. Payroll Taxes and Employee Benefits *	
5.00	Security (\$18.53-\$24.53/hr)	13,779.20	13,779.20	100.0%	24,325.80	Indirect	
2.00	Van Driver (\$19.88-\$25.88/hr)	5,857.28	5,857.28	100.0%	306,527.65	Total Cost Overtime (BILLED COST REIMBURSEMENT)	
			-				
Additional 24/7 Days (assumed 68 days: 3.27.20 - 6.30.20 Excludes weekends)							
2.00	Program Director (4 Hrs/day @ \$19/hr)	10,336.00	10,336.00	100.0%			
2.00	Shift Supervisor (8 Hrs/day @ \$14/hr)	15,232.00	15,232.00	100.0%	94,520.00	0.11	
1.00	Lead Security (2Hrs/day @ \$12/hr)	1,632.00	1,632.00	100.0%	16,068.44	5. Payroll Taxes and Employee Benefits *	
10.00	Monitor (8 Hrs/day @ \$11.25/hr)	61,200.00	61,200.00	100.0%	9,532.72	Indirect	
1.00	Custodial (8 Hrs/day @ \$11.25/hr)	6,120.00	6,120.00	100.0%	120,121.16	Total Cost Overtime (BILLED FEE FOR SERVICE)	
Hotel Staff (6 Staff Monitors @ 13.25/hr, 8 hours a day for 7 weeks) Assumed 49 days							
6.00	Monitor (8 Hrs/day @ \$13.25/hr)	31,164.00	31,164.00	100.0%	31,164.00	0.03	
					5,297.89	5. Payroll Taxes and Employee Benefits *	
					3,143.02	Indirect	
					39,604.91	Total Cost Overtime (BILLED COST REIMBURSEMENT)	
		-					
4. Salaries & Wages this Page			890,986.08	890,986.08	100.0%		
5. Payroll Taxes and Employee Benefits *			151,468.00	151,468.00	100.0%		
6. Total Personnel Costs			1,042,454.08	1,042,454.08	100.0%	1,132,313.62	89,859.54

City of Albuquerque  
Department of Family and Community Services  
FIN #4: Request for Budget Revision (Part B – Narrative)

1. Agency Name and Mailing Address Heading Home PO Box 27636 Albuquerque New Mexico 87125		2. Telephone Number 505-344-2323
3. Project Title <u>Westside Emergency Housing Center GF</u>	4. Contract Number <u>201901316</u>	5. Budget Requisition Number <u>2</u>

Narrative justification of proposal budget revision:

Billing Community Centers for daily rates as calculated on App 4. Billed as fee-for-service.

Billing Hazard Pay differential in regular hours based on oral agreement between Carol Pierce and Dennis Plummer. Billed as a cost reimbursement.

Billing all OT costs based on oral agreement between Carol Pierce and Dennis Plummer. Billed as a cost reimbursement.

Billing an additional days of 24/7 operations up to 6.30.20 (excluding weekends) Billed as fee-for-service.

Billing Super 8 Motel Seasonal Staff. 6 Staff 8 hours a day. Billed as a Cost Reimbursement



## Emergency Purchase Form Document for Heading Home Westside Emergency Housing Center (WEHC)

### Third Supplemental Agreement

1. State the reason for the emergency purchase by explaining what the emergency is and/or what caused the emergency situation. (Please include if applicable, losses in terms of dollars, State or Federally mandated requirements which required immediate action to prevent any adverse impact to the public or property):

Due to COVID-19, the WEHC shelter is needing additional funding to maintain the shelter services provided to the Homeless population.

2. State the financial or operational damage/risk that will occur if needs are not satisfied immediately (do not simple say there will be a loss or some damage):

The loss will negatively impact the need for expanded services required to properly serve individuals experiencing homelessness. The WEHC provides daily and nightly shelter for individuals without a safe and secure place to stay.

3. State why the needs were not or could not be anticipated so that goods/services could not have been purchased following standard procedures:

Due to unforeseen COVID-19 issues and having employees work overtime to fulfill the requirements needed to operate the additional community centers and hotel assigned to Heading Home.

4. State the reason and process used for selecting the vendor and efforts made to obtain competitive quotes. (Attach all quotes/proposals received from other sources, if applicable):

N/A. Heading Home is a current contractor seeking a supplemental to assist the current contract in place.

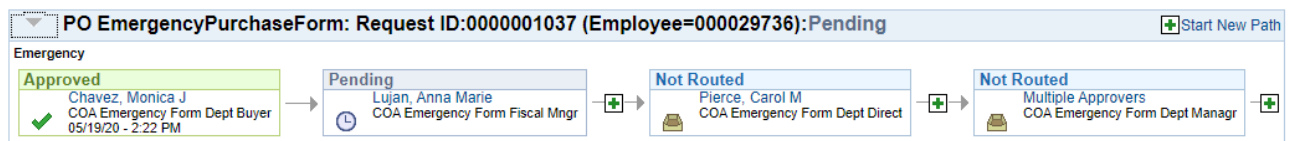
5. Identify good/services purchased and the cost:

Supplemental will provide salaries and wages to include hazard pay for shelter staff.

6. Purchasing Use Only - additional comments

Submitted

### Purchase Emergency Form



### Comments

Comments			
Personalize   Find      First 1 of 1 Last			
Entered By	Description	Comment	
E29736	Martin, Larissa N	<div></div>	

Save



**EXHIBIT B**  
**FEMA CONTRACT REQUIREMENTS**  
**IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II**

All Contractors with Agreements funded in whole or in part with funds provided by the Federal Emergency Management Agency (FEMA) shall be required to comply with 2 CFR Part 200, Appendix II, as follows:

1.	<p><b>Equal Employment Opportunity</b></p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Contractor will, 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, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments</p>	<p>Applicable for construction work</p>
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under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the

	<p>compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
2.	<p><b>Davis Bacon Act</b></p> <p>The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.</p> <p>All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.</p> <p>Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.</p>	Applicable for construction work, but not applicable to public assistance grants
3.	<p><b>Copeland Anti-Kickback Act</b></p> <p>Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime</p>	Applicable for construction work over \$2,000, but not applicable to public assistance grants

	<p>contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.</p> <p>A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.</p>	
4.	<p><b>Contract Work Hours and Safety Standards Act</b></p> <p>Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</p> <p>Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.</p> <p>Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.</p> <p>Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.</p>	Applicable for contracts over \$100,000 or mechanics or laborers
5.	<p><b>Rights to Inventions Made under a Contract or Agreement</b></p> <p>If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or</p>	Applicable to funding agreements, but not applicable to public assistance grants

	research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.	
6.	<p>Clean Air Act and Federal Water Pollution Control Act</p> <p>The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq.</i></p> <p>The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.</p> <p>The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.</p>	Applicable to contracts over \$150,000
7.	<p>Debarment and Suspension</p> <p>This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).</p> <p>Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.</p>	Applicable to all contracts: 1) over \$25,000, 2) requiring FEMA approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2
8.	<p>Byrd Anti-Lobbying Amendment</p> <p>Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of</p>	Applicable to all contracts; contracts over \$100,000 must certify compliance

	<p>Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.</p> <p>If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.</p>	
9.	<p><b>Procurement of Recovered Materials</b></p> <p>In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:</p> <ol style="list-style-type: none"> <li>1. Competitively within a time frame providing for compliance with the Agreement performance schedule;</li> <li>2. Meeting Agreement performance requirements; or</li> <li>3. At a reasonable price.</li> </ol> <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p> <p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	<p>Applicable if applicant is a state or political subdivision of the state, and the work involves the use of materials where the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)</p>
10.	<p><b>Access to Records</b></p> <p>The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.</p> <p>The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.</p> <p>The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.</p> <p>In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.</p>	<p>Applicable to all contracts</p>
11.	<p><b>Changes or Modifications to the Agreement</b></p> <p>The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of the FEMA</p>	<p>Applicable to all contracts</p>

	grant or cooperative agreement, and reasonable for the completion of the scope of the project.	
12.	<p>DHS Seal, Logo, and Flags</p> <p>The Contractor shall not use the DHS seals, logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.</p>	Applicable to all contracts
13.	<p>Compliance with Federal Law, Regulations and Executive Orders</p> <p>This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.</p>	Applicable to all contracts
14.	<p>No Obligation by Federal Government</p> <p>The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Agreement.</p>	Applicable to all contracts
15.	<p>Program Fraud and False or Fraudulent Statements or Related Acts</p> <p>The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.</p>	Applicable to all contracts

CCN201901316  
AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of June, 2019, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and **Heading Home, P.O. Box 27636, Albuquerque, NM 87125**, a New Mexico non-profit corporation (hereinafter referred to as 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 in connection therewith; and

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

WHEREAS, should a delay in final execution of the contract occur, work on the contract may begin prior to the final execution of the Agreement; and

WHEREAS, the City and the Contractor wish to ratify all actions taken by the parties from July 1, 2019 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 by the latter.
2. Scope of Services: The Contractor shall perform the services set out in Exhibit A (hereinafter referred to as the "Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided by the latter.
3. Time of Performance: Services of the Contractor designated herein are to commence July 1, 2019, 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, 2020. The parties acknowledge in the event of a delay in executing this Agreement, it is the intent and explicit agreement of the parties that all of the terms and conditions of this Agreement are applicable continuously commencing on July 1, 2019.

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 **TWO MILLION SIX HUNDRED TWENTY SEVEN THOUSAND EIGHT HUNDRED TWENTY SIX AND NO/100 DOLLARS (\$2,627,826.00)** 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 and Exhibit A 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: For the purposes of this Agreement, "Program Income" means gross income, including interest earned on City Funds, or received by the Contractor which is directly generated from the use of City Funds. When Program Income is generated by an activity that is only partially assisted with City Funds,

the Program Income shall be prorated to reflect the percentage of said funds. Program Income received may be retained by the Contractor and will be used for the purposes specified in the Goals and Objectives and Scope of Services of this Agreement and is subject to the same rules and regulations of this Agreement. Any Program Income on hand when the Agreement expires or is terminated as provided herein or received after the Agreement's expiration, shall be paid to the City.

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 incorporated in written Supplemental Agreements to this Agreement, 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% 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. 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.
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 attached hereto.
  - 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 from time to time.
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, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Contractor under this Agreement. The 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 coverages required other than workers' compensation, the City shall be named an additional insured. 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:
 

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations

\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire – Legal
\$ 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. Automobile Liability Insurance: An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.
  - C. Workers' Compensation Insurance: Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.
  - D. Professional Liability Insurance: Professional Liability Insurance with liability limits in an amount not less than \$1,000,000 per claim and in the aggregate.
  - E. 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 for fiscal year 2019, in awarding this contract and the Contractor warrants the accuracy of all representations 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  
P.O. Box 27636  
Albuquerque, NM 87125

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 Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age,



physical handicap or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.

- (2) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
- (3) In performing the Services required hereunder, Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations, which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor will make reasonable accommodation to the known physical or mental handicap or disability of an otherwise qualified employee or applicant for employment.
- (4) The Contractor will 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 will 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, 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) 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. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 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 with respect to performing 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., R.O.A. 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 (if any) 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 persons 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 from time to time, 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, 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. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.

39. 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.

SIGNATURES ON NEXT PAGE/BELOW


IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

CONTRACTOR: (Signature below must be that of a board member authorized to bind the corporation).

Approved By:

Approved By:

  
Carol M. Pierce, Director  
Department of Family and Community  
Services

Signature:   
Name: Joseph Olvera

HEADING HOME

Date: 6/18/19

Date: 06/13/2019

  
 Sarita Nair  
Chief Administrative Officer

Date: 6/24/19

HP  
6/19/2019

**EXHIBIT A**  
**FY2020 SCOPE OF SERVICES**

**Heading Home**

**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 through providing emergency overnight shelter to adult men and women and their children.

**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 emergency overnight shelter for adult men, women and families with children.

**1. Service Activities and Outputs:**

- a) Provide overnight shelter Monday through Friday and 24-hour shelter services on Saturdays and Sundays.
- b) Provide emergency shelter to estimated 4200 individuals throughout the program year.
  - i. Provide emergency shelter to an average of 300 individuals per night.
  - ii. Provide 109,500 bed nights.
  - iii. Provide security services during pick up and drop off times at both the shelter facility and the various pickup/drop off locations.
  - iv. Provide on-site security at the overnight shelter site, ensuring that safety standards are met at all times.
  - v. Report the number of unduplicated persons served at the emergency shelter during the term of the Agreement, including a weekly report due every Monday by 8:00 to the Department's Director, and as requested by the City. Enter data in HMIS on a timely basis.
  - vi. Provide information on other homeless services available within the City to 65% of those utilizing the shelter services (unduplicated).
  - vii. Provide security and client assistance on each daily transportation bus to and from the shelter.
  - viii. Maintain an efficient procedure for referrals and requests for services from other sources (hospitals, other shelters, APD, Bernalillo County Sheriff's Department) and direct transportation services if appropriate.
  - ix. Provide information flyers of the shelter facility to homeless persons not wanting to access shelters.

- c) Assist with the coordination of medical and supportive services to be provided at the shelter facility.

**2. Service Outcomes:**

- a) Provide safe emergency shelter to individuals experiencing homelessness.

**3. Service Implementation and Reporting:**

- a) Cooperate with any City, State or Federal program data collection and evaluation efforts by providing the requested information for services delivered.
- b) Comply with City's request to update the agency's program profile as needed for the City's Homeless website and 311 system.
- c) 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.
- d) Ensure all participants have the opportunity to complete a common assessment for the Coordinated Entry System (the VI-SPDAT) while receiving emergency shelter services under this contract. Program staff may complete the VI-SPDAT or assist participants to complete the VI-SPDAT at another agency.

## **EXHIBIT B**

### **CITY BUDGETS**



City of Albuquerque  
 Department of Family and Community Services  
 APP #2: Expense Summary Form  
 FY 2020

Agency Name: HEADING HOME Project Title Westside Emergency Housing Ceneter GF

Expenditure Category	Project Total	City Funding Requested	Percent Request
<b>Personnel Costs</b>			
Salaries & Wages	\$ 1,992,762.40	\$ 1,831,458.40	✓ 100%
Payroll Taxes and Employee Benefits	\$ 338,769.61	\$ 311,347.93	✓ 100%
<b>Total Personnel Costs</b>	<b>\$ 2,331,532.01</b>	<b>\$ 2,142,806.33</b>	✓ 92%
<b>Operating Costs - Direct</b>			
Contractual Services	\$ 43,060.00	\$ 43,060.00	✓ 100%
Audit Costs	\$ 9,809.00	\$ 9,809.00	✓ 100%
Consumable Supples	\$ 107,000.00	\$ 107,000.00	✓ 100%
Telephone	\$ 12,631.00	\$ 12,631.00	✓ 100%
Postage and Shipping	\$ 600.00	\$ 600.00	✓ 100%
Occupancy:			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease	\$ 44,704.00	\$ 30,704.00	✓ 69%
Equipment Maintenance	\$ 9,600.00	\$ 9,600.00	✓ 100%
Printing & Publications	\$ 1,200.00	\$ 1,200.00	✓ 100%
Travel			
a. Local Travel	\$ 9,417.00	\$ 9,417.00	✓ 100%
b. Out of Town Travel			
Conferences, Meetings, Etc.	\$ 3,145.00	\$ 3,145.00	✓ 100%
Direct Assistance to Beneficiaries	\$ 3,534.74	\$ 3,534.74	✓
Membership Dues			
Equipment, Land, Buildings			
Insurance	\$ 5,305.00	\$ 5,305.00	✓ 100%
Miscellaneous: fuelgas & Oil and recruiting	\$ 30,797.00	\$ 23,830.68	✓ 77%
<b>Total Operating</b>	<b>\$ 280,802.74</b>	<b>\$ 259,836.42</b>	✓ 93%
<b>Total Direct Costs (Personnel &amp; Operating)</b>	<b>\$ 2,612,334.75</b>	<b>\$ 2,402,642.75</b>	✓ 92%
Indirect Costs (8.62 %; attach Rate Letter)	\$ 225,183.26	\$ 225,183.26	✓ 100%
<b>Total Project Expenses</b>	<b>\$ 2,837,518.00</b>	<b>\$ 2,627,826.00</b>	✓ 93%

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

Agency Name: HEADING HOME

Project Title: Westside Emergency Housing Center GF

Revenue Sources	Agency Total	% of Agency Budget
<b>1. Government Revenues:</b>		
Revenues from Federal Government other than Medicaid reimbursement. (List each Agency of the Federal Government)		
Veteran's Administration	\$109,000	1.9%
City of Albuquerque pass - thru Federal HUD funds	\$403,376	7.1%
Medicaid Reimbursements		
Subtotal Federal Agencies	\$512,376	9.1%
Revenues from State Government (list each agency of the State Government providing funding and the amount of funding)		
New Mexico Mortgage Finance Authority	\$58,411	0.9%
Subtotal State Agencies	\$58,411	1.0%
Total Revenues from County Government	\$21,000	0.4%
Total Revenues from the City of Albuquerque	\$3,561,826	63.1%
Total Other Municipal Government Revenue	\$0	0.0%
<b>TOTAL GOVERNMENT REVENUES FROM ALL SOURCES</b>	<b>\$4,153,613</b>	<b>73.5%</b>
<b>2. Other Revenue:</b>		
Contributions	\$376,000	6.7%
United Way Revenue	\$95,603	1.7%
Other Revenue - Respite Hospital, Fundraising, Client rents, other	\$1,022,732	18.1%
<b>TOTAL OTHER REVENUES</b>	<b>\$1,494,335</b>	<b>26.5%</b>
<b>3. Total Revenues:</b>	<b>\$5,647,948</b>	<b>100.0%</b>

City of Albuquerque  
Department of Family and Community Services  
APP #4: Project Budget Detail Form - Personnel  
Page 1 of 1

Agency Name: HEADING HOME

Agency Name: HEADING HOME Project Title: Westside Emergency Housing Ceneter GF

3. 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.

Number FTE on Project	Position Title	Annual Salary	Amount Requested	Percent Requested
1.00	Shelter Director	50,000	\$ 50,000.00	100%
0.70	COO	52,500	\$ 52,500.00	100%
0.53	Financial Controller	33,920	\$ 33,920.00	100%
0.53	Accountant	21,200	\$ 21,200.00	100%
0.53	Human Resource Mgr. based on # of employees	26,458	\$ 26,457.60	100%
2.00	Campus Managers (\$17 per hr.)	70,720.00	70,720.00	100%
0.50	Facility manager \$17/hr.	17,680.00	17,680.00	100%
5.60	Shift Supervisor \$14 / hr.	158,412.80	158,412.80	100%
2.80	Guest Services \$11.25/hr.	74,880.00	74,880.00	100%
2.00	Security Personnel \$12.00/hr.	49,920.00	49,920.00	100%
4.60	Security Personnel \$10.35/hr.	107,640.00	107,640.00	100%
44.80	Campus Monitors \$11.25/hr.	1,040,832.00	1,040,832.00	100%
1.80	Van Driver \$11/hr.	41,184.00	—	0%
1.80	Van Outreach assistant 11.00 /hr	41,184.00	41,184.00	100%
3.00	Outreach workers	70,200.00	—	0%
4.00	Custodial 10.35/hr.	86,112.00	86,112.00	100%
2.00	HMIS Administrators/Clerk \$12 / hr.	49,920.00	—	0%
78.19				
4. Salaries & Wages		1,992,762.40	1,831,458.40	92%
5. Payroll Taxes & Employee Benefits*		338,769.61	311,347.93	92%
6. Total Personnel Costs		2,331,532.01	2,142,806.33	92%

7. \* Payroll Taxes: FICA @ 7.65%; Unemployment Insurance @ 2% of \$24100

Employee Benefits: Health Insurance @ 6%; Retirement @ 3%

Other: Workers' Comp @ \$3.36/\$100 (avg. rate)(all benefits average to 17%);

Benefits vary as not all employees are eligible for all benefits and not all employees elect all benefits and there is a waiting period.

*Handwritten signature and date:*  
6/3/19

City of Albuquerque  
Department of Family and Community Services  
APP #5: Project Budget Detail Form - Operating  
Page 1 of 1

Agency Name: <u>HEADING HOME</u>
Agency Name: <u>HEADING HOME</u> Project Title: <u>Westside Emergency Housing Ceneter GF</u>

3. Direct and Indirect Costs: For each operating cost line item on the Expense Summary Form, the applicant should describe all elements included in the line item costs and indicate the basis used for determining the costs. If cost is allocated, provide the allocation plan. For indirect cost line item provide an explanation of basis for the indirect cost or an approved cost rate letter from cognizant Federal agency. (e.g., travel calculated as # of miles/month x \$/per mile x # months = total local travel). Use additional sheets as necessary.

Line Item (Non-Personnel)	Project	Amount	Amount	Percent
	Total	Requested	Other	Requested
			ESG	
Contractual Services (Laundry \$0.8 per pound plus tax x 850 lbs per week x 52 weeks)	35,360.00	35,360.00		100%
Background checks 100 hires x \$25 = \$2500	2,500.00	2,500.00		100%
payroll processing fees \$200 @ X 26 pay periods	5,200.00	5,200.00		100%
	43,060.00	43,060.00		100%
Audit Costs - Allocation Plan	9,809.00	9,809.00		100%
Consumable supplies (including but not limited to: toilet paper, paper towels, cups, bottled water cleaning supplies, first aid, hazardous waste supplies, trash bags, etc.) based on 1 previous year actual and Office supplies for client assessments, files, etc. average \$200 per day X 365 days = \$73,000 plus \$34,000 for mattress and linen replacement	107,000.00	107,000.00		100%
Telephone - Cell phone, internet, land lines, as per cost allocation plan	12,631.00	12,631.00		100%
Postage and Shipping - stamps for mail as actual exp billed	600.00	600.00		100%
Equipment Lease - estimated exp for copiers, computers etc. based on historical data \$6,204 plus computera equipemnt \$2,000 and 2 van lease of \$1,500/mo and \$4,500 dn	30,704.00	30,704.00		100%
Equipment Lease II Enmergency van	14,000.00		\$14,000.00	0%
Equipment Maintenance - based on historical budgeted expense for maintaining the operation of the van to include, but not limited to oil changes, tires, brakes, batteries, safety inspections, repairs and storage. One passenger van w/wheel chair provided by Heading Home and outreach vehicle. Expenses as billed.	9,600.00	9,600.00		100%
Printing & Publications/Recruiting - client flyers and forms FOR OUTREACH - actual expenses as billed	1,200.00	1,200.00		100%
Local Travel -Government per diem rate per mile from location to location based on previous year's actual - mileage rate of \$0.43/mile 60 (one round trip from WEHC to Heading Home) to miles per day 365 days per year	9,417.00	9,417.00		100%
Conferences, meetings, etc. - HMIS training \$100x2 +\$200, all staff CPR and orientation training	3,145.00	3,145.00		100%
Insurance - additional cost of liability and vehicle insurance as per cost allocation plan	5,305.00	5,305.00		100%
products, socks, snack foods for children and families, background checks, rental applications, bus passes for services, rent depots, utility exp and deposits for move in exp.	3,534.74	3,534.74		100%
Fuel for Emergency van with wheel chair lift and Outreach passenger vans with Wheelchair lift 9 trips per night x 60 miles * 365 days per = 219000 milies at 16 miles per gallon = 14600 gals x2.5 gals *2.5 per gal = \$36500	30,797.00	23,830.68	\$6,966.32	77%
Indirect costs -as per induct cost allocation plan 8.62%	225,183.26	225,183.26		100%

City of Albuquerque  
 Department of Family and Community Services  
 APP #6: Budget Detail Form: Projected Drwdown Schedule

Page 1 of 1

1. Applicant Agency: <u>HEADING HOME</u>
2. Proposal Title: <u>Westside Emergency Housing Center GF</u>

3. Amount and percent of total requested funds on a quarterly basis:		
Quarter Ending	Amount to be Requested	Percent of Total
9/30/2019	\$656,956.50	25%
12/31/2019	\$656,956.50	25%
3/31/2020	\$656,956.50	25%
6/30/2020	\$656,956.50	25%

\$2,627,826.00

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

NA

8/6/3/19

<p>4. Reimbursement Rate:</p> <p>Rate: <u>\$50,535.115</u> per <u>7 pods</u> per <u>week</u></p> <p>Annual units: <u>52</u></p>
---

(Add rates and use additional sheets if necessary)

<p>5. Rate Justification:</p> <p><b>See next page.</b></p>
--

**Heading Home is contractually obligated to staff and maintain operational capacity to serve 300 individuals nightly (18 hours M-F) and 24-hours on Saturdays and Sundays.**

**To achieve this, seven pods must be open and staffed.**

**STAFF:**

Staffing per pod equals 5.195 FTE; each has two shifts, thus staffing each day per pod equals 10.39  
(This is an average as some staff, security for example, work across pods.)

Total staff costs	\$ 2,142,806.33
Staff costs per week	\$ 41,207.81
Staff costs per pod per week	\$ 5,886.83

Weekly staff costs, per pod, equals \$5,849.91. This is adjusted to the General Fund portion of this contract.

**OPERATIONS:**

Total operating and indirect	\$ 485,019.68
APP #5 details operational price justifications.	\$1,374.14

Weekly operational costs, per pod, equals \$1,374.13. This is adjusted to the General Fund portion of this contract.

Personnel and Operations \$ 7,260.97

**Total weekly cost, per pod equals \$7,224.05.**

Total weekly cost for 7 pods 50535.11545

Total GF and ESG FTEs	77.73
ESG FTEs	5
General Fund Contract FTEs	72.73
Number of shifts	2
Number of FTEs per shift	36.365
Number of Pods	7
FTEs per pod per shift	5.195
FTEs per day	10.39



CCN 201901316-1  
FIRST SUPPLEMENTAL AGREEMENT  
TO  
SOCIAL SERVICES AGREEMENT  
CCN# 201901316

D

**THIS FIRST SUPPLEMENTAL AGREEMENT** is made and entered into this 7 day of February 20 20 by and between the City of Albuquerque, New Mexico, a municipal corporation (hereafter referred to as the "City"), and **Heading Home, P.O. Box 27636, Albuquerque, NM 87125**, a New Mexico non-profit corporation (hereafter referred to as the "Heading Home").

WHEREAS, the City entered into an agreement with Heading Home dated June 24, 2019, hereafter referred to as the "Original Agreement," whereby Heading Home agreed to provide certain social services; and

WHEREAS, in this First Supplemental Agreement, the City has determined that the Original Agreement should be amended to increase the total compensation in the amount of ninety-nine thousand, six hundred twenty-three dollars and sixteen cents (\$99,623.16); and

WHEREAS, the revised compensation is based on expenses associated with meeting expanded City needs within the same scope of services, and has been justified in attached Exhibit A to this First Supplemental Agreement.

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

1. Section 4.A. of the Original Agreement is hereby amended to read as follows:
  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 **TWO MILLION, SEVEN HUNDRED TWENTY-SEVEN THOUSAND, FOUR HUNDRED FORTY-NINE AND 16/100 DOLLARS (\$2,727,449.16)**, 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.
2. Exhibit B to the Original Agreement is amended to include the documents attached to this First Supplemental Agreement as Exhibit A.
3. 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



Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.

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

IN WITNESS WHEREOF, the City and the Contractor have executed this First Supplemental Agreement as of the date first above written.

CITY OF ALBUQUERQUE

Approved By:

  
\_\_\_\_\_  
Carol M. Pierce, Director  
Department of Family and Community  
Services

Date: 1-23-20


  
\_\_\_\_\_  
Sarita Nair  
 Chief Administrative Officer

Date: 2/17/20

CONTRACTOR: HEADING HOME

(Signature below must be that of a board member authorized to bind the corporation).

Approved By:

Signature:   
\_\_\_\_\_  
Name: Joseph Olson  
\_\_\_\_\_  
Title: BOARD CHAIR

HEADING HOME

Date: 01/09/2020

PP  
1/24/2020

## **Exhibit A**

### **Heading Home Westside Emergency Housing Center**

This Exhibit A serves as supporting documentation for the FY 2020 WEHC Supplemental Agreement and establishes the provisions outlined below that must be adhered to.

1. Heading Home will operate the WEHC 24/7 for an additional 36 days at a daily rate of \$2,767.31 during FY 2020. Below are the specific days.
  - a) October: Balloon Fiesta (October 7 to 11)
  - b) November: Thanksgiving Break (November 27, 28 and 29)
  - c) December: Christmas Break (December 23 to 27 and December 30 to 31)
  - d) January: New Year's Break (January 1 to 3), Teachers Only PD Day (January 6), Martin Luther King's Day (January 20)
  - e) February: Presidents' Day (February 17)
  - f) March: School Conferences (March 12 to 13), Spring Break (March 30 to 31)
  - g) April: Spring Break (April 1 to 3)
  - h) May: Memorial Day (May 25), No School (May 30 to 31)
  - i) Inclement weather as determined by the City to assure public safety: 5 days
2. Heading Home will invoice for the WEHC Supplemental Agreement separately from the WEHC Original Agreement.



HEADHOM-01

RHILL

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 12/30/2019

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

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

PRODUCER License # 0757776

 HUB International Insurance Services (NMX)  
 7770 Jefferson Street NE, Suite 101  
 Albuquerque, NM 87109

CONTACT Rhonda Hill

NAME:

PHONE (A/C, No, Ext): (505) 828-4000

FAX (A/C, No): (866) 487-3972

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Berkley Regional Insurance Company

29580

INSURER B: New Mexico Employer's Assurance Company

13674

INSURER C: RLI Insurance Company

13056

INSURER D: Beazley Insurance Company

37540

INSURER E:

INSURER F:

INSURED

 Heading Home  
 P O Box 27636  
 Albuquerque, NM 87125

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		HHS8525851-13	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HHS8525851-13	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			HHS8525851-13	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	46041115	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime			PRC1003624	1/1/2020	1/1/2021	Dishonesty Bond 25,000
D	Cyber/Privacy/Networ			W28C37190101	9/25/2019	9/25/2020	Aggregate Limit 1,000,000

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

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

 City of Albuquerque Family Services  
 1 Civic Plaza NW  
 # 504  
 Albuquerque, NM 87102

## CANCELLATION

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



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services (NMX)	License # 0757776	NAMED INSURED Heading Home P O Box 27636 Albuquerque, NM 87125
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

The City of Albuquerque Family Services is included as additional insured where required by written contract or agreement with respects to general liability



ALBUQUERQUE  
NEW MEXICO

# Request for Supplier Information

Substitute Form

W9

Department of Finance and  
Administrative Services

## SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank

Heading Home

BUSINESS NAME/ disregarded entity name, if different from above

PRIMARY ADDRESS (number, street, and apt or suite no)

715 Candelaria NE

REMITTANCE ADDRESS (number, street, and apt or suite no)

PO Box 27636

CITY, STATE, and ZIP CODE

Albuquerque, NM 87109

REMITTANCE CITY, STATE, and ZIP CODE

Albuquerque, NM 87125

PHONE

505-344-2323 Ext. 103

EMAIL ADDRESS

KimR@headinghome.org

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

000-000-0000

20-1917517

03-033237-00-0

TAX CLASSIFICATION (check only one)

☐ INDIVIDUAL/SOLE PROPRIETOR or single-member LLC

☐ C CORPORATION

☐ S CORPORATION

☐ PARTNERSHIP

☐ TRUST/ESTATE

☐ LIMITED LIABILITY COMPANY— Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☒ 501(C)(3) NON-PROFIT ORGANIZATION

☐ OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

## SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

DATE May 28, 2019

PRINT NAME

TITLE Staff Accountant

## SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

☒ **Local Business** - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% here

☐ **Doing Business Locally** - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area and employs one or more Albuquerque residents

☐ **Woman Owned Business** - at least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

☐ **MBE - Minority Business Enterprise Owned** (at least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities).

☐ None of the Categories Apply

☐ Not a local business

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

☐ American Indian or Alaska Native

☐ Asian

☐ Black or African American

☐ Hispanic

☐ Native Hawaiian or Other Pacific Islander

☐ Two or more races

☐ White

## PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

☐ Electronic - Transcepta

Provide a "Remit to" Email Address

PO (Contact Information, Full Name and Position)

☐ Electronic - Email

Provide an "Order From" Email Address

## Pay Equity Reporting Form PE10-249, Version 03-2018

## Company name:

Mailing address line 1:

Mailing address line 2:

City, state, zip code:

Phone:

E-mail address:

FEIN number:

EAN number:

SUPPLIER ID:

Heading Home
PO Box 27636
Albuquerque, NM 87125
505.344.2323
NancyP@HeadingHome.org
20-1917517
25285
0000116611

Job Category	No. Females	No. Males	Gap (Absolute %)
1.1 Exec/Senior Level Officials/Mgrs	4	4	4.26%
1.2 First/Mid Level Officials/Mgrs	1	4	27.15%
2 - Professionals	0	1	N/A
3 - Technicians	0	0	N/A
4 - Sales Workers	0	0	N/A
5 - Office and Admin. Support	4	1	16.13%
6 - Craft Workers (Skilled)	0	0	N/A
7 - Operatives (Semi-Skilled)	0	2	N/A
8 - Laborers (Unskilled)	0	0	N/A
9 - Service Workers	10	10	52.26%
Total # Job Categories With No Employees	4		
Total # Female Only Job Categories	0		
Total # Male Only Job Categories	2		
Total # Females (all categories)	19		
Total # Full Time Females	10		
Total # Part Time Females	9		
Total # Males (all categories)	22		
Total # Full Time Males	14		
Total # Part Time Males	8		
Total # Employees	41		
Female % Workforce	46.34%		
Male % Workforce	53.66%		
Calculated Weighted Average Gap	34.10%		

Submit only this form

Must be signed by the principal executive of the company:

RFP#:

Signature certifies that all employees working in New Mexico are included, the data is for the current calendar year, and any challenges to your information may require you to get third party verification at your own expense.

Joell Ackerman COO  
 Name and title, printed  
 Signature  
 Date submitted 5/15/19



**CONTRACT CONTROL FORM**

Contact: Debra R. Bazan  
 Phone: 768-2861

Req. Num.: RFC00009684  
 Acct. Num. :  
 Act. Num.:

CCN: 201901316.2  
 Orig CCN: 201901316

**PRELIMINARY**

Type of Agreement: Social Services

For Grants Only:  
 Indirect Costs for General Fund  
 Services

Description: Revise method of payment

% \_\_\_\_\_

Dept/Div: FAMILY & COMMUNITY SERVICES/ADMINISTRATION

\$ \_\_\_\_\_

Vendor: Heading Home

Contract Term: 07/01/2019 to: 06/30/2020

Contract Amount: \$0.00 Payable

FY Aggregate: \$0.00

Contract Total: \$2,727,449.16

Date Submitted: 04/04/2020

**PROCUREMENT:****WAIVERS REQUIRED:**

RFP: No

Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

Ins:

Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_/\_\_\_\_\_

Returned to Legal: \_\_\_\_\_/\_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE

Attached: \_\_\_\_\_

Insurance Required: NONE

Attached: \_\_\_\_\_

\*\*\*\*\*

**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by (Electronic Signature)	Approval Date (Electronic)	Approved by (Written Initials)	Approval Date (Written)
Purchasing:						
Asst. City Attorney:					DS PP	4/9/2020
CIP:						
City Attorney:					DS SH	4/10/2020
CAO:					DS SN	4/12/2020
Department:					DS CP	4/9/2020
Budget:			Michael M. King	04/06/2020		
Others:						

Council: EC/Bill:

Date:

SECOND SUPPLEMENTAL AGREEMENT  
TO  
SOCIAL SERVICE AGREEMENT  
CCN#

**THIS SECOND SUPPLEMENTAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereafter referred to as the "City"), and **Heading Home, P.O. Box 27636, Albuquerque, NM 87125**, a New Mexico non-profit corporation (hereafter referred to as the "Contractor").

**RECITALS**

WHEREAS, the City and the Contractor entered into an Agreement dated June 24, 2019, hereafter referred to as the "Original Agreement," whereby the Contractor agreed to provide certain social services to the City; and

WHEREAS, the City and the Contractor entered into a First Supplemental Agreement (First Supplemental) dated February 7, 2020, increasing funds to meet the need for expanded services; and

WHEREAS, in this Second Supplemental Agreement (Second Supplemental), the parties have agreed that the method of payment will change from cost reimbursement to fee for service with no change in the total compensation; and

WHEREAS, should a delay in final execution of this Second Supplemental occur, work on the contract may begin prior to the final execution of the Second Supplemental; and

WHEREAS, the City and the Contractor wish to ratify all actions taken by the parties from July 1, 2019 to the date of execution of this Second Supplemental.

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

1. Section 4.A. of the Original Agreement is hereby amended to read as follow:

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 **TWO MILLION, SEVEN HUNDRED TWENTY-SEVEN THOUSAND, FOUR HUNDRED FORTY NINE AND 16/100 DOLLARS (\$2,727,449.16)**, 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.

2. Section 4.B. (1) of the Original Agreement is hereby amended to read as follows:

The City agrees to pay such sum to the Contractor on a fee for service 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 A 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.

3. The Original Agreement is hereby amended to include the following provision:

Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, epidemics, quarantine restrictions, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

4. The parties acknowledge in the event of a delay in executing this Second Supplemental, it is the intent and explicit agreement of the parties that all of the terms and conditions of this Second Supplemental are applicable continuously commencing on July 1, 2019.
5. Except as herein expressly amended, the term 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 Supplemental Agreement, in which event, the terms and conditions of this Second Supplemental Agreement shall control.
6. This Second Supplemental shall not become effective or binding until approved by the highest approval authority required by the City under this Agreement.

IN WITNESS WHEREOF, the City and the Contractor have executed this Second Supplemental Agreement as of the date first above written.

CITY OF ALBUQUERQUE

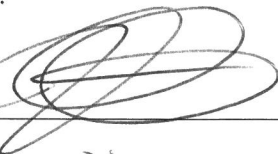
CONTRACTOR: (Signature below must be that of a board member authorized to bind the corporation).

Approved By:

Approved By:

DS  
SH

DocuSigned by:  
Sarita Nair  
27FC78F4A4E944D...  
Sarita Nair  
Chief Administrative Officer

Signature:   
Name: Joseph Olson  
Title: Board Chair

Date: 4/12/2020

HEADING HOME

DS  
PP

DocuSigned by:  
Carol Pierce  
72E4E134004641B...  
Carol M. Pierce, Director  
Department of Family and Community  
Services

Date: 03/27/2020

Date: 4/9/2020

CCN201901316  
AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of June, 2019, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and **Heading Home, P.O. Box 27636, Albuquerque, NM 87125**, a New Mexico non-profit corporation (hereinafter referred to as 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 in connection therewith; and

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

WHEREAS, should a delay in final execution of the contract occur, work on the contract may begin prior to the final execution of the Agreement; and

WHEREAS, the City and the Contractor wish to ratify all actions taken by the parties from July 1, 2019 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 by the latter.
2. Scope of Services: The Contractor shall perform the services set out in Exhibit A (hereinafter referred to as the "Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided by the latter.
3. Time of Performance: Services of the Contractor designated herein are to commence July 1, 2019, 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, 2020. The parties acknowledge in the event of a delay in executing this Agreement, it is the intent and explicit agreement of the parties that all of the terms and conditions of this Agreement are applicable continuously commencing on July 1, 2019.

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 **TWO MILLION SIX HUNDRED TWENTY SEVEN THOUSAND EIGHT HUNDRED TWENTY SIX AND NO/100 DOLLARS (\$2,627,826.00)** 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 and Exhibit A 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: For the purposes of this Agreement, "Program Income" means gross income, including interest earned on City Funds, or received by the Contractor which is directly generated from the use of City Funds. When Program Income is generated by an activity that is only partially assisted with City Funds,



the Program Income shall be prorated to reflect the percentage of said funds. Program Income received may be retained by the Contractor and will be used for the purposes specified in the Goals and Objectives and Scope of Services of this Agreement and is subject to the same rules and regulations of this Agreement. Any Program Income on hand when the Agreement expires or is terminated as provided herein or received after the Agreement's expiration, shall be paid to the City.

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 incorporated in written Supplemental Agreements to this Agreement, 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% 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. 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.
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 attached hereto.
  - 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 from time to time.
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, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Contractor under this Agreement. The 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 coverages required other than workers' compensation, the City shall be named an additional insured. 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:
 

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations

\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire – Legal
\$ 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. **Automobile Liability Insurance:** An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.
  - C. **Workers' Compensation Insurance:** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.
  - D. **Professional Liability Insurance:** Professional Liability Insurance with liability limits in an amount not less than \$1,000,000 per claim and in the aggregate.
  - E. **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 for fiscal year 2019, in awarding this contract and the Contractor warrants the accuracy of all representations 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  
P.O. Box 27636  
Albuquerque, NM 87125

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 Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age,

physical handicap or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.

- (2) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
- (3) In performing the Services required hereunder, Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations, which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor will make reasonable accommodation to the known physical or mental handicap or disability of an otherwise qualified employee or applicant for employment.
- (4) The Contractor will 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 will 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, 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) 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. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 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 with respect to performing 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., R.O.A. 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 (if any) 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 persons 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 from time to time, 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, 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. 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.
  34. 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.
  35. 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.
  36. 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.
  37. 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.
  38. 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.

39. 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.

SIGNATURES ON NEXT PAGE/BELOW


IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

CONTRACTOR: (Signature below must be that of a board member authorized to bind the corporation).

Approved By:

Approved By:

  
Carol M. Pierce, Director  
Department of Family and Community  
Services

Signature:   
Name: Joseph Olvera

HEADING HOME

Date: 6/18/19

Date: 06/13/2019

  
 Sarita Nair  
Chief Administrative Officer

Date: 6/24/19

HP  
6/19/2019

## EXHIBIT A FY2020 SCOPE OF SERVICES

### Heading Home

#### 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 through providing emergency overnight shelter to adult men and women and their children.

**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 emergency overnight shelter for adult men, women and families with children.

#### 1. Service Activities and Outputs:

- a) Provide overnight shelter Monday through Friday and 24-hour shelter services on Saturdays and Sundays.
- b) Provide emergency shelter to estimated 4200 individuals throughout the program year.
  - i. Provide emergency shelter to an average of 300 individuals per night.
  - ii. Provide 109,500 bed nights.
  - iii. Provide security services during pick up and drop off times at both the shelter facility and the various pickup/drop off locations.
  - iv. Provide on-site security at the overnight shelter site, ensuring that safety standards are met at all times.
  - v. Report the number of unduplicated persons served at the emergency shelter during the term of the Agreement, including a weekly report due every Monday by 8:00 to the Department's Director, and as requested by the City. Enter data in HMIS on a timely basis.
  - vi. Provide information on other homeless services available within the City to 65% of those utilizing the shelter services (unduplicated).
  - vii. Provide security and client assistance on each daily transportation bus to and from the shelter.
  - viii. Maintain an efficient procedure for referrals and requests for services from other sources (hospitals, other shelters, APD, Bernalillo County Sheriff's Department) and direct transportation services if appropriate.
  - ix. Provide information flyers of the shelter facility to homeless persons not wanting to access shelters.

- c) Assist with the coordination of medical and supportive services to be provided at the shelter facility.

**2. Service Outcomes:**

- a) Provide safe emergency shelter to individuals experiencing homelessness.

**3. Service Implementation and Reporting:**

- a) Cooperate with any City, State or Federal program data collection and evaluation efforts by providing the requested information for services delivered.
- b) Comply with City's request to update the agency's program profile as needed for the City's Homeless website and 311 system.
- c) 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.
- d) Ensure all participants have the opportunity to complete a common assessment for the Coordinated Entry System (the VI-SPDAT) while receiving emergency shelter services under this contract. Program staff may complete the VI-SPDAT or assist participants to complete the VI-SPDAT at another agency.

## **EXHIBIT B**

### **CITY BUDGETS**



City of Albuquerque  
 Department of Family and Community Services  
 APP #2: Expense Summary Form  
 FY 2020

Agency Name: HEADING HOME Project Title Westside Emergency Housing Ceneter GF

Expenditure Category	Project Total	City Funding Requested	Percent Request
<b>Personnel Costs</b>			
Salaries & Wages	\$ 1,992,762.40	\$ 1,831,458.40	✓ 100%
Payroll Taxes and Employee Benefits	\$ 338,769.61	\$ 311,347.93	✓ 100%
<b>Total Personnel Costs</b>	<b>\$ 2,331,532.01</b>	<b>\$ 2,142,806.33</b>	✓ 92%
<b>Operating Costs - Direct</b>			
Contractual Services	\$ 43,060.00	\$ 43,060.00	✓ 100%
Audit Costs	\$ 9,809.00	\$ 9,809.00	✓ 100%
Consumable Supples	\$ 107,000.00	\$ 107,000.00	✓ 100%
Telephone	\$ 12,631.00	\$ 12,631.00	✓ 100%
Postage and Shipping	\$ 600.00	\$ 600.00	✓ 100%
Occupancy:			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease	\$ 44,704.00	\$ 30,704.00	✓ 69%
Equipment Maintenance	\$ 9,600.00	\$ 9,600.00	✓ 100%
Printing & Publications	\$ 1,200.00	\$ 1,200.00	✓ 100%
Travel			
a. Local Travel	\$ 9,417.00	\$ 9,417.00	✓ 100%
b. Out of Town Travel			
Conferences, Meetings, Etc.	\$ 3,145.00	\$ 3,145.00	✓ 100%
Direct Assistance to Beneficiaries	\$ 3,534.74	\$ 3,534.74	✓
Membership Dues			
Equipment, Land, Buildings			
Insurance	\$ 5,305.00	\$ 5,305.00	✓ 100%
Miscellaneous: fuelgas & Oil and recruiting	\$ 30,797.00	\$ 23,830.68	✓ 77%
<b>Total Operating</b>	<b>\$ 280,802.74</b>	<b>\$ 259,836.42</b>	✓ 93%
<b>Total Direct Costs (Personnel &amp; Operating)</b>	<b>\$ 2,612,334.75</b>	<b>\$ 2,402,642.75</b>	✓ 92%
Indirect Costs (8.62 %; attach Rate Letter)	\$ 225,183.26	\$ 225,183.26	✓ 100%
<b>Total Project Expenses</b>	<b>\$ 2,837,518.00</b>	<b>\$ 2,627,826.00</b>	✓ 93%

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

Agency Name: HEADING HOME

Project Title: Westside Emergency Housing Center GF

Revenue Sources	Agency Total	% of Agency Budget
<b>1. Government Revenues:</b>		
Revenues from Federal Government other than Medicaid reimbursement. (List each Agency of the Federal Government)		
Veteran's Administration	\$109,000	1.9%
City of Albuquerque pass - thru Federal HUD funds	\$403,376	7.1%
Medicaid Reimbursements		
Subtotal Federal Agencies	\$512,376	9.1%
Revenues from State Government (list each agency of the State Government providing funding and the amount of funding)		
New Mexico Mortgage Finance Authority	\$58,411	0.9%
Subtotal State Agencies	\$58,411	1.0%
Total Revenues from County Government	\$21,000	0.4%
Total Revenues from the City of Albuquerque	\$3,561,826	63.1%
Total Other Municipal Government Revenue	\$0	0.0%
<b>TOTAL GOVERNMENT REVENUES FROM ALL SOURCES</b>	<b>\$4,153,613</b>	<b>73.5%</b>
<b>2. Other Revenue:</b>		
Contributions	\$376,000	6.7%
United Way Revenue	\$95,603	1.7%
Other Revenue - Respite Hospital, Fundraising, Client rents, other	\$1,022,732	18.1%
<b>TOTAL OTHER REVENUES</b>	<b>\$1,494,335</b>	<b>26.5%</b>
<b>3. Total Revenues:</b>	<b>\$5,647,948</b>	<b>100.0%</b>

City of Albuquerque  
Department of Family and Community Services  
APP #4: Project Budget Detail Form - Personnel  
Page 1 of 1

Agency Name: HEADING HOME

Agency Name: HEADING HOME Project Title: Westside Emergency Housing Ceneter GF

3. 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.

Number FTE on Project	Position Title	Annual Salary	Amount Requested	Percent Requested
1.00	Shelter Director	50,000	\$ 50,000.00	100%
0.70	COO	52,500	\$ 52,500.00	100%
0.53	Financial Controller	33,920	\$ 33,920.00	100%
0.53	Accountant	21,200	\$ 21,200.00	100%
0.53	Human Resource Mgr. based on # of employees	26,458	\$ 26,457.60	100%
2.00	Campus Managers (\$17 per hr.)	70,720.00	70,720.00	100%
0.50	Facility manager \$17/hr.	17,680.00	17,680.00	100%
5.60	Shift Supervisor \$14 / hr.	158,412.80	158,412.80	100%
2.80	Guest Services \$11.25/hr.	74,880.00	74,880.00	100%
2.00	Security Personnel \$12.00/hr.	49,920.00	49,920.00	100%
4.60	Security Personnel \$10.35/hr.	107,640.00	107,640.00	100%
44.80	Campus Monitors \$11.25/hr.	1,040,832.00	1,040,832.00	100%
1.80	Van Driver \$11/hr.	41,184.00	—	0%
1.80	Van Outreach assistant 11.00 /hr	41,184.00	41,184.00	100%
3.00	Outreach workers	70,200.00	—	0%
4.00	Custodial 10.35/hr.	86,112.00	86,112.00	100%
2.00	HMIS Administrators/Clerk \$12 / hr.	49,920.00	—	0%
78.19				
4. Salaries & Wages		1,992,762.40	1,831,458.40	92%
5. Payroll Taxes & Employee Benefits*		338,769.61	311,347.93	92%
6. Total Personnel Costs		2,331,532.01	2,142,806.33	92%

7. \* Payroll Taxes: FICA @ 7.65%; Unemployment Insurance @ 2% of \$24100

Employee Benefits: Health Insurance @ 6%; Retirement @ 3%

Other: Workers' Comp @ \$3.36/\$100 (avg. rate)(all benefits average to 17%);

Benefits vary as not all employees are eligible for all benefits and not all employees elect all benefits and there is a waiting period.

*Handwritten signature and date:*  
6/3/19

City of Albuquerque  
Department of Family and Community Services  
APP #5: Project Budget Detail Form - Operating  
Page 1 of 1

Agency Name: <u>HEADING HOME</u>	
Agency Name: <u>HEADING HOME</u>	Project Title: <u>Westside Emergency Housing Ceneter GF</u>

3. Direct and Indirect Costs: For each operating cost line item on the Expense Summary Form, the applicant should describe all elements included in the line item costs and indicate the basis used for determining the costs. If cost is allocated, provide the allocation plan. For indirect cost line item provide an explanation of basis for the indirect cost or an approved cost rate letter from cognizant Federal agency. (e.g., travel calculated as # of miles/month x \$/per mile x # months = total local travel). Use additional sheets as necessary.

Line Item (Non-Personnel)	Project	Amount	Amount	Percent
	Total	Requested	Other	Requested
			ESG	
Contractual Services (Laundry \$0.8 per pound plus tax x 850 lbs per week x 52 weeks)	35,360.00	35,360.00		100%
Background checks 100 hires x \$25 = \$2500	2,500.00	2,500.00		100%
payroll processing fees \$200 @. X 26 pay periods	5,200.00	5,200.00		100%
	43,060.00	43,060.00		100%
Audit Costs - Allocation Plan	9,809.00	9,809.00		100%
Consumable supplies (including but not limited to: toilet paper, paper towels, cups, bottled water cleaning supplies, first aid, hazardous waste supplies, trash bags, etc.) based on 1 previous year actual and Office supplies for client assessments, files, etc. average \$200 per day X 365 days = \$73,000 plus \$34,000 for mattress and linen replacement	107,000.00	107,000.00		100%
Telephone - Cell phone, internet, land lines, as per cost allocation plan	12,631.00	12,631.00		100%
Postage and Shipping - stamps for mail as actual exp billed	600.00	600.00		100%
Equipment Lease - estimated exp for copiers, computers etc. based on historical data \$6,204 plus computera equipemnt \$2,000 and 2 van lease of \$1,500/mo and \$4,500 dn	30,704.00	30,704.00		100%
Equipment Lease II Enmergency van	14,000.00		\$14,000.00	0%
Equipment Maintenance - based on historical budgeted expense for maintaining the operation of the van to include, but not limited to oil changes, tires, brakes, batteries, safety inspections, repairs and storage. One passenger van w/wheel chair provided by Heading Home and outreach vehicle. Expenses as billed.	9,600.00	9,600.00		100%
Printing & Publications/Recruiting - client flyers and forms FOR OUTREACH - actual expenses as billed	1,200.00	1,200.00		100%
Local Travel -Government per diem rate per mile from location to location based on previous year's actual - mileage rate of \$0.43/mile 60 (one round trip from WEHC to Heading Home) to miles per day 365 days per year	9,417.00	9,417.00		100%
Conferences, meetings, etc. - HMIS training \$100x2 +\$200, all staff CPR and orientation training	3,145.00	3,145.00		100%
Insurance - additional cost of liability and vehicle insurance as per cost allocation plan	5,305.00	5,305.00		100%
products, socks, snack foods for children and families, background checks, rental applications, bus passes for services, rent depots, utility exp and deposits for move in exp.	3,534.74	3,534.74		100%
Fuel for Emergency van with wheel chair lift and Outreach passenger vans with Wheelchair lift 9 trips per night x 60 miles * 365 days per = 219000 milies at 16 miles per gallon = 14600 gals x2.5 gals *2.5 per gal = \$36500	30,797.00	23,830.68	\$6,966.32	77%
Indirect costs -as per induct cost allocation plan 8.62%	225,183.26	225,183.26		100%

City of Albuquerque  
 Department of Family and Community Services  
 APP #6: Budget Detail Form: Projected Drwdown Schedule

Page 1 of 1

1. Applicant Agency: <u>HEADING HOME</u>
2. Proposal Title: <u>Westside Emergency Housing Center GF</u>

3. Amount and percent of total requested funds on a quarterly basis:		
Quarter Ending	Amount to be Requested	Percent of Total
9/30/2019	\$656,956.50	25%
12/31/2019	\$656,956.50	25%
3/31/2020	\$656,956.50	25%
6/30/2020	\$656,956.50	25%

\$2,627,826.00

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

NA
----

8/6/3/19

<p>4. Reimbursement Rate:</p> <p>Rate: <u>\$50,535.115</u> per <u>7 pods</u> per <u>week</u></p> <p>Annual units: <u>52</u></p>
---

(Add rates and use additional sheets if necessary)

<p>5. Rate Justification:</p> <p><b>See next page.</b></p>
--

**Heading Home is contractually obligated to staff and maintain operational capacity to serve 300 individuals nightly (18 hours M-F) and 24-hours on Saturdays and Sundays.**

**To achieve this, seven pods must be open and staffed.**

**STAFF:**

Staffing per pod equals 5.195 FTE; each has two shifts, thus staffing each day per pod equals 10.39  
(This is an average as some staff, security for example, work across pods.)

Total staff costs	\$ 2,142,806.33
Staff costs per week	\$ 41,207.81
Staff costs per pod per week	\$ 5,886.83

Weekly staff costs, per pod, equals \$5,849.91. This is adjusted to the General Fund portion of this contract.

**OPERATIONS:**

Total operating and indirect	\$ 485,019.68
APP #5 details operational price justifications.	\$1,374.14

Weekly operational costs, per pod, equals \$1,374.13. This is adjusted to the General Fund portion of this contract.

Personnel and Operations \$ 7,260.97

**Total weekly cost, per pod equals \$7,224.05.**

Total weekly cost for 7 pods 50535.11545

Total GF and ESG FTEs	77.73
ESG FTEs	5
General Fund Contract FTEs	72.73
Number of shifts	2
Number of FTEs per shift	36.365
Number of Pods	7
FTEs per pod per shift	5.195
FTEs per day	10.39



CCN 201901316-1  
FIRST SUPPLEMENTAL AGREEMENT  
TO  
SOCIAL SERVICES AGREEMENT  
CCN# 201901316

D

**THIS FIRST SUPPLEMENTAL AGREEMENT** is made and entered into this 7 day of February 20 20 by and between the City of Albuquerque, New Mexico, a municipal corporation (hereafter referred to as the "City"), and **Heading Home, P.O. Box 27636, Albuquerque, NM 87125**, a New Mexico non-profit corporation (hereafter referred to as the "Heading Home").

WHEREAS, the City entered into an agreement with Heading Home dated June 24, 2019, hereafter referred to as the "Original Agreement," whereby Heading Home agreed to provide certain social services; and

WHEREAS, in this First Supplemental Agreement, the City has determined that the Original Agreement should be amended to increase the total compensation in the amount of ninety-nine thousand, six hundred twenty-three dollars and sixteen cents (\$99,623.16); and

WHEREAS, the revised compensation is based on expenses associated with meeting expanded City needs within the same scope of services, and has been justified in attached Exhibit A to this First Supplemental Agreement.

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

1. Section 4.A. of the Original Agreement is hereby amended to read as follows:
  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 **TWO MILLION, SEVEN HUNDRED TWENTY-SEVEN THOUSAND, FOUR HUNDRED FORTY-NINE AND 16/100 DOLLARS (\$2,727,449.16)**, 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.
2. Exhibit B to the Original Agreement is amended to include the documents attached to this First Supplemental Agreement as Exhibit A.
3. 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



Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.

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

IN WITNESS WHEREOF, the City and the Contractor have executed this First Supplemental Agreement as of the date first above written.

CITY OF ALBUQUERQUE

Approved By:

  
\_\_\_\_\_  
Carol M. Pierce, Director  
Department of Family and Community  
Services

Date: 1-23-20


  
\_\_\_\_\_  
Sarita Nair  
 Chief Administrative Officer

Date: 2/7/20

CONTRACTOR: HEADING HOME

(Signature below must be that of a board member authorized to bind the corporation).

Approved By:

Signature:   
\_\_\_\_\_  
Name: Joseph Olson  
\_\_\_\_\_  
Title: BOARD CHAIR

HEADING HOME

Date: 01/09/2020

PP  
1/24/2020

## **Exhibit A**

### **Heading Home Westside Emergency Housing Center**

This Exhibit A serves as supporting documentation for the FY 2020 WEHC Supplemental Agreement and establishes the provisions outlined below that must be adhered to.

1. Heading Home will operate the WEHC 24/7 for an additional 36 days at a daily rate of \$2,767.31 during FY 2020. Below are the specific days.
  - a) October: Balloon Fiesta (October 7 to 11)
  - b) November: Thanksgiving Break (November 27, 28 and 29)
  - c) December: Christmas Break (December 23 to 27 and December 30 to 31)
  - d) January: New Year's Break (January 1 to 3), Teachers Only PD Day (January 6), Martin Luther King's Day (January 20)
  - e) February: Presidents' Day (February 17)
  - f) March: School Conferences (March 12 to 13), Spring Break (March 30 to 31)
  - g) April: Spring Break (April 1 to 3)
  - h) May: Memorial Day (May 25), No School (May 30 to 31)
  - i) Inclement weather as determined by the City to assure public safety: 5 days
2. Heading Home will invoice for the WEHC Supplemental Agreement separately from the WEHC Original Agreement.



HEADHOM-01

RHILL

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 12/30/2019

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> License # 0757776 <b>HUB International Insurance Services (NMX)</b> 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109	<b>CONTACT</b> Rhonda Hill <b>NAME:</b> <b>PHONE</b> (A/C, No, Ext): (505) 828-4000 <b>FAX</b> (A/C, No): (866) 487-3972 <b>E-MAIL</b> <b>ADDRESS:</b>												
INSURER(S) AFFORDING COVERAGE													
<b>INSURED</b>  Heading Home P O Box 27636 Albuquerque, NM 87125	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Berkley Regional Insurance Company</td> <td style="width: 20%;">29580</td> </tr> <tr> <td>INSURER B: New Mexico Employer's Assurance Company</td> <td>13674</td> </tr> <tr> <td>INSURER C: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER D: Beazley Insurance Company</td> <td>37540</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Berkley Regional Insurance Company	29580	INSURER B: New Mexico Employer's Assurance Company	13674	INSURER C: RLI Insurance Company	13056	INSURER D: Beazley Insurance Company	37540	INSURER E:		INSURER F:	
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INSURER E:													
INSURER F:													

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	HHS8525851-13	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HHS8525851-13	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			HHS8525851-13	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	46041115	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime			PRC1003624	1/1/2020	1/1/2021	Dishonesty Bond \$ 25,000
D	Cyber/Privacy/Networ			W28C37190101	9/25/2019	9/25/2020	Aggregate Limit \$ 1,000,000

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

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

 City of Albuquerque Family Services  
 1 Civic Plaza NW  
 # 504  
 Albuquerque, NM 87102

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



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services (NMX)	License # 0757776	NAMED INSURED Heading Home P O Box 27636 Albuquerque, NM 87125
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

The City of Albuquerque Family Services is included as additional insured where required by written contract or agreement with respects to general liability



ALBUQUERQUE  
NEW MEXICO

# Request for Supplier Information

Substitute Form

W9

Department of Finance and  
Administrative Services

## SECTION 1: CONTACT INFORMATION AND TAXPAYER IDENTIFICATION NUMBER

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank

Heading Home

BUSINESS NAME/ disregarded entity name, if different from above

PRIMARY ADDRESS (number, street, and apt or suite no)

715 Candelaria NE

REMITTANCE ADDRESS (number, street, and apt or suite no)

PO Box 27636

CITY, STATE, and ZIP CODE

Albuquerque, NM 87109

REMITTANCE CITY, STATE, and ZIP CODE

Albuquerque, NM 87125

PHONE

505-344-2323 Ext. 103

EMAIL ADDRESS

KimR@headinghome.org

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

New Mexico CRS TAX ID (if applicable)

000-000-0000

20-1917517

03-033237-00-0

TAX CLASSIFICATION (check only one)

☐ INDIVIDUAL/SOLE PROPRIETOR or single-member LLC

☐ C CORPORATION

☐ S CORPORATION

☐ PARTNERSHIP

☐ TRUST/ESTATE

☐ LIMITED LIABILITY COMPANY— Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☒ 501(C)(3) NON-PROFIT ORGANIZATION

☐ OTHER (SEE INSTRUCTIONS)

EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)

EXEMPT PAYEE CODE (if any)

EXEMPTION FROM FATCA REPORTING CODE (if any)

## SECTION 2: CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

DATE May 28, 2019

PRINT NAME

TITLE Staff Accountant

## SECTION 3: BUSINESS DEMOGRAPHICS (PLEASE CHECK ALL THAT APPLY)

☒ **Local Business** - Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County) and ownership resides 51% here

☐ **Doing Business Locally** - Does not maintain its principal office here, but maintains a storefront in the Greater Albuquerque Area and employs one or more Albuquerque residents

☐ **Woman Owned Business** - at least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

☐ **MBE - Minority Business Enterprise Owned** (at least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities).

☐ **None of the Categories Apply**

☐ **Not a local business**

If your business is minority owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

☐ American Indian or Alaska Native

☐ Asian

☐ Black or African American

☐ Hispanic

☐ Native Hawaiian or Other Pacific Islander

☐ Two or more races

☐ White

## PURCHASE ORDERS (COMPLETE ONLY IF YOU ACCEPT POs)

INVOICE SUBMISSION

☐ Electronic - Transcepta

Provide a "Remit to" Email Address

PO (Contact Information, Full Name and Position)

☐ Electronic - Email

Provide an "Order From" Email Address

## Pay Equity Reporting Form PE10-249, Version 03-2018

## Company name:

Mailing address line 1:

Mailing address line 2:

City, state, zip code:

Phone:

E-mail address:

FEIN number:

EAN number:

SUPPLIER ID:

Heading Home
PO Box 27636
Albuquerque, NM 87125
505.344.2323
NancyP@HeadingHome.org
20-1917517
25285
0000116611

Job Category	No. Females	No. Males	Gap (Absolute %)
1.1 Exec/Senior Level Officials/Mgrs	4	4	4.26%
1.2 First/Mid Level Officials/Mgrs	1	4	27.15%
2 - Professionals	0	1	N/A
3 - Technicians	0	0	N/A
4 - Sales Workers	0	0	N/A
5 - Office and Admin. Support	4	1	16.13%
6 - Craft Workers (Skilled)	0	0	N/A
7 - Operatives (Semi-Skilled)	0	2	N/A
8 - Laborers (Unskilled)	0	0	N/A
9 - Service Workers	10	10	52.26%
Total # Job Categories With No Employees	4		
Total # Female Only Job Categories	0		
Total # Male Only Job Categories	2		
Total # Females (all categories)	19		
Total # Full Time Females	10		
Total # Part Time Females	9		
Total # Males (all categories)	22		
Total # Full Time Males	14		
Total # Part Time Males	8		
Total # Employees	41		
Female % Workforce	46.34%		
Male % Workforce	53.66%		
Calculated Weighted Average Gap	34.10%		

Submit only this form

Must be signed by the principal executive of the company:

RFP#:

Signature certifies that all employees working in New Mexico are included, the data is for the current calendar year, and any challenges to your information may require you to get third party verification at your own expense.

Joell Ackerman COO  
 Name and title, printed  
 Signature  
 Date submitted 5/15/19