

Overview

City of Albuquerque Program – Campaign to Curb Panhandling

There's a Better Way Initiative– Employment Day Work and Referral to Services

The City of Albuquerque has unveiled a campaign to curb panhandling, called “There’s a Better Way”. The goal of the campaign is to give panhandlers a chance at a change in life and provide caring members of the community with a better way to donate their money.

The program is designed to offer a chance for the panhandler to access services for employment and services such as shelter, food, or mental health. Signage is placed around the city in multiple locations where there is the highest volume of panhandling to encourage panhandlers to dial 311 for support from local service providers. The employment program provides an opportunity for individuals to complete day work assignments at a wage of \$9.00 per hour with the City’s Department of Public Works working on such things as city beautification projects, landscaping, and weed and litter control.

A sixteen passenger van is dispatched early in the mornings, twice per week on Tuesdays and Thursdays to pick up the panhandlers who want to work and earn cash for the day. At the end of the work day, the van will take the individuals back to a location, where they are paid in cash and staff connects them with social services if needed. The program serviced eight or nine people per day in its first week of operation and since then has helped anywhere from 10 to 12 people per day. There are no limitations to how many times a person can participate in the jobs. The participants are not taxed on their wages. Internal Revenue Service (IRS) laws allow the individuals to make \$600 before wages are reported.

The St. Martin’s (New Mexico) Hospitality Center, a nonprofit that connects people with housing, homeless services, employment, and mental health services, operates with a \$50,000 grant to provide the infrastructure for the initiative. The \$50,000 covers the salary of the driver, driving – related expenses, plus funds to cover the wages of the panhandlers. In addition to employment day labor and service referral, the campaign has an additional component of raising awareness to encourage more effective charitable giving to help the homeless population. The campaign makes a request to members of the community to stop giving money directly to panhandlers, but to direct their giving to the United Way of Central New Mexico through the website www.DONATEabq.org. United Way offers a process through which online contributions or phone calls for donations are accepted for numerous local charities that focus on caring for members of the Albuquerque community that are most in need. Donations are provided to local shelters, food bank or an employment fund to pay panhandlers’ wages.

As of October 9, 2015, the city of Albuquerque has spent \$4,360.05 on the project. Representatives of the project tout the program’s success and are hoping the “Better Way” initiative can be expanded to a five day a week program. City Officials are planning to reconvene to discuss the progress of the initiative.

Although most individuals are in favor of the program and feel it offers employment with wages above the minimum wage and resources to a population in need, conversely there is a different view. Opponents argue that the day work program sets up a system of servitude and the individuals should be offered full time employment for a more stable and permanent job with the city offering benefits and stable pay.

*Joyce Davis, Council Policy Analyst
Richmond City Council, Council Chief of Staff Office*

There's a Better Way – ABQ's Innovative, Collective Impact Driven Panhandling Solution

Reasons why we do this program:

1. Give people dignity in work
2. Connect individuals with services
3. Collective Impact to end panhandling
4. Help the Community to understand *There's a Better Way*

May 2015 – Mayor Berry thought up program during a morning staff briefing discussing the panhandling issue.

- In Albuquerque, panhandling is a public safety issue but it not illegal. In 2003, the City Council passed an anti-panhandling ordinance, but State District Court Judge William Lang barred the city from enforcing the ordinance after the ACLU fought it on the grounds that it was a First Amendment violation.

June 2015 – originally 15 signs posted across the city displaying the following info:

- City 311 operators equipped with a resource directory to help those in need of food and shelter
- Drivers who are interested in helping the panhandlers have an opportunity to redirect their donations to a list of service providers – maximizing their donation for the greatest possible impact.
- We partnered with United Way of Central New Mexico to be the fiscal agents with NO administrative costs
 - Donors can have their money support: The Community Fund, Feeding the Hungry, Shelter the Homeless, and to Pay for a Day's Wages for Someone in Need of Work
- Donations Collected now have the potential to have a Collective Impact. For example, a driver could hand \$5 out the window to a panhandler and help them purchase one meal – or they could donate \$5 to Roadrunner Food Bank and feed 20 people.
- The popularity of the signs resulted in the city expanding to 33 signs



September 2015– The second phase of the initiative is the “There’s a Better Way” van.

- City refitted a 2006 12-passenger van to drive to areas frequented by panhandlers and offer them day labor
- The City teamed up with St. Martin’s Hospitality Center by providing \$50,000 for the program to run the program for two reasons:
 - Personal engagement to get people connected to the right resources
 - To transition them from this job into a more stable employment through St. Martin’s Employment Support program
- The van transports individuals to a job site under the City’s Solid Waste Department’s supervision to do work such as landscape beautification. Lunch is provided by St. Martin’s
- Paid above minimum wage at \$9/hour- They can work up to \$600/ year under the tax code
- After their work day is complete, passengers are transported back to St. Martin’s to be connected with emergency shelter to house them overnight as needed.
- To date, the van has been full every Tuesday and Thursday they have gone to pick people up.
- We have had over 50 states and cities across the country interested in the program including: San Diego, CA; Pittsburgh, PA; Honolulu, HI; Seattle, WA; Cincinnati, OH; Portland, OR
- In the first 4 months from the van program, 17 people have transitioned into employment, 5 are in housing, 59 clients are engaged with mental health services and substance abuse programs.

To date, the program has received over 6,500 calls with over 94% of those calls looking to be connected to resources

Total donations to date: \$7,015

In house video that was made: <https://vimeo.com/146947306>

There's A Better Way

ABQ's Innovative, Collective Impact Driven Panhandling Solution

If You Need HELP
With Food or Shelter
CALL 311
Donations can be made
at DONATEabq.org



PART 1: Directing people to 311 to get connected to resources. Encouraging donors to have a collective impact to end panhandling by giving to DONATEabq.org

PART 2: Working with St. Martin's Hospitality Center to offer panhandlers jobs beautifying the city at \$9/hour.

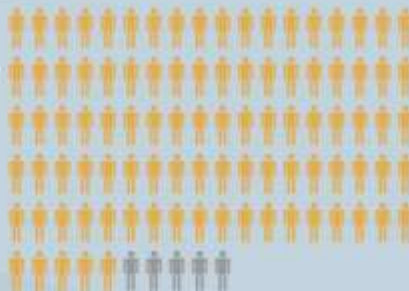
In the first 6 months **4,500+** lives have been impacted



94%
of the 311 calls on
this program get are
people asking to be
connected to services

JOBS

In the first 2
months of the
Van Program, 189
jobs have been
accepted out of
the 200 asked.



There's a Better Way Van Program workers
have cleaned **35.5 city blocks**

And cleared out **19,400 + lbs.**
of litter and weeds.

7
Emergency/
Hotline
Numbers

The City of
Albuquerque
grants over **\$18M**
to our local
service providers

14 Overnight,
Day, Teen, &
Emergency
Shelters

20+ Substance
Abuse,
Recovery, &
Mental health
Programs

8 Meal
Sites

80 + misc.
services
including
clothing &
legal aid



CALL 311



Visit
DONATEabq.org

Infographic on the program's
first 6 months of success.

Updated 11/17/2015

Supplement Page, National Coverage of the Program:

NBC Nightly News: <http://www.nbcnews.com/nightly-news/video/see-how-these-homeless-people-are-working-their-way-to-a-better-life-575747139785>

PBS News Hour: <http://www.pbs.org/newshour/bb/albuquerque-mayor-heres-a-crazy-idea-lets-give-homeless-people-jobs/>

Governing Magazine: <http://www.governing.com/topics/health-human-services/gov-albuquerque-gives-panhandlers-jobs-not-tickets.html>

Upworthy: <http://www.upworthy.com/the-mayor-of-albuquerque-saw-a-homeless-man-with-a-will-work-sign-it-gave-him-a-great-idea>

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AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of Sept., 2015, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and St. Martin's Hospitality Center, P. O. Box 27258, 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, 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.

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 following goals and objectives in a satisfactory and proper manner, as determined by the City and within the financial resources provided by the latter:
 - A. To achieve the City of Albuquerque Council Goal (1): "Human and Development Goal: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated."
 - B. Provide employment opportunities to a minimum of 6 panhandlers per day on Tuesdays and Thursdays.
2. Scope of Services: The Contractor shall perform the following services (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:
 - A. Provide employment opportunities to a minimum of 6 panhandlers per day on Tuesdays and Thursdays.
 - B. Establish contact with a minimum of 150 unduplicated individuals in the target population through roving van outreach.
 - C. Refer those individuals contacted to services at St. Martin's and/or partner agencies.
 - D. Cooperate with any City, State or Federal program data collection and evaluation efforts by providing the requested information for services delivered.
 - E. Comply with the City's request to update the agency's program profile as needed for the City's Homeless website and 311 system.
 - F. 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.
 - G. Comply with the City's request to work in the development of a coordinated assessment system; including the utilization of the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT).

3. **Time of Performance:** Services of the Contractor designated herein shall commence September 3, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by March 31, 2016.
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 **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services per the "City Budgets" attached hereto and made a part hereof as Exhibit A.
 - 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 this Agreement expires or is terminated as provided herein or received after this 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 funds provided are subject to the federal government's Office of Management and Budget circulars, as applicable: No. A-21 "Cost Principles for Educational Institutions", No. A-87 "Cost Principles for State, Local and Indian Tribal Governments", No. A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations", No. A-122 "Cost Principles for Non-Profit Organizations", and A-133 "Audits of States, Local Governments and Non-Profit Organizations", which are the prime federal references governing the use of these funds and the responsibilities of the Contractor. 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. Nothing in this Agreement shall be construed to require the Contractor to indemnify the City and its officials, agents, and employees for the negligence, acts or omissions of the City, its officials, agents or employees.

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. **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 Public Regulation Commission;
- 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 2016, 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:

St. Martin's Hospitality Center
P. O. Box 27258
Albuquerque, NM 87125

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

A. Compliance with Civil Rights Laws and Executive Orders:

- (1) The Contractor will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to: Section 3 of the Housing and Urban Development Act of 1968, Sections 103 and 109 of the Housing and Community Development Act of 1974, as amended, Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, Sections 502, 503, 504 and 505 of the Rehabilitation Act of 1973, Equal Pay Act of 1963, Age Discrimination in

Employment Act of 1967, as amended, the Vietnam Era Veterans Readjustment Act of 1974, the 1986 U.S. Immigration Reform and Control Act, Americans With Disabilities Act of 1990, Executive Order 11063 of 1962 and Executive Order 11246 of 1965, as amended, and the Nontraditional Employment for Women Act of 1991. In addition, the Contractor will comply with the New Mexico Community Rights Act and the Albuquerque Human Rights Ordinance.

- (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) 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. 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:
- A. In the procurement of supplies, equipment, construction and services by the Contractor, the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.
 - B. No member, officer, or employee of the Contractor, or any other 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 effective or binding until approved by the Director of the City's Department of Family and Community Services.

THIS SPACE INTENTIONALLY LEFT BLANK.

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

CITY OF ALBUQUERQUE

Approved By:



Douglas H. Chaplin, Director
Department of Family and Community Services

Date:

9/21/15

CONTRACTOR: ST. MARTIN'S
HOSPITALITY CENTER (Signature below
must be that of a board member authorized
to bind the corporation).

By: 

Title: Chair, Board of Directors

02-056180-00-6

State Taxation and Revenue Department
Taxpayer Identification Number

85-0338552

Federal Taxpayer Identification Number

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

Agency Name: St. Martin's Hospitality Center

Project Title: Van Program - There's a Better Way

Expenditure Category	Project Total	City Funding Requested	Percent Request
Personnel Costs:			
Salaries & Wages	64,480.00	9,793.58	15.19%
Payroll Taxes and Employee Benefits	8,382.40	1,273.17	15.19%
Total Personnel Costs	72,862.40	11,066.75	15.19%
Operating Costs:			
Contractual Services	29,495.34	29,495.34	100.00%
Audit Costs			
Consumable Supplies	4,164.18	4,164.18	100.00%
Auto Expense Fuel			
Telephone			
Postage and Shipping			
Occupancy			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease/Purchase			
Equipment Maintenance			
Printing & Publications			
Travel			
a. Local Travel	728.28	728.28	100.00%
b. Out of Town Travel			
Conferences, Meetings, Etc.			
Direct Assistance to Beneficiaries			
Membership Dues			
Equipment, Land, Buildings			
Insurance			
Total Operating	34,387.80	34,387.80	100.00%
Total Direct Costs	107,250.20	45,454.55	42.38%
Indirect Costs	10,725.02	4,545.45	42.38%
Total Project Expenses	117,975.22	50,000.00	42.38%

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

Agency Name: St. Martin's Hospitality Center

Project Title: Van Program - There's a Better Way

Revenue Sources	Agency Total	% of Agency Budget
1. Government Revenues		
Revenues from Federal Government other than Medicaid Reimbursement. <i>(List each Agency of the Federal Government)</i>		
HUD-Dual Diagnosis	\$ 92,700.00	1.07%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
Medicaid Reimbursements	\$ 1,714,000.00	19.79%
Subtotal Federal Agencies	\$ 1,806,700.00	20.86%
Revenues from State Government (List each Agency of the State Government providing funding and the amount of funding)		
BHSD	\$ 765,050.00	8.83%
Dept. of Health -PATH	\$ 138,456.00	1.60%
State of NM - Homeless meals	\$ 50,000.00	0.58%
NM - MFA	\$ 129,426.00	1.49%
Department for Community Corrections	\$ 205,500.00	2.37%
		0.00%
		0.00%
		0.00%
		0.00%
Subtotal State Agencies	\$ 1,288,432.00	14.88%
Total Revenues from County Government	\$ -	0.00%
Total Revenues from the City of Albuquerque	\$ 3,318,416.00	38.32%
Total Other Municipal Government Revenue		0.00%
TOTAL GOVERNMENT REVENUES FROM ALL SOURCES	\$ 6,413,548.00	74.06%
2. Other Revenue:		
Contributions	\$ 400,000.00	4.62%
United Way Revenue	\$ 190,000.00	2.19%
Other Revenue	\$ 1,656,450.00	19.13%
TOTAL OTHER REVENUES	\$ 2,246,450.00	25.94%
3. Total Revenues:	\$ 8,659,998.00	100.00%

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

1. Agency Name: St. Martin's Hospitality Center

2. Project Title: Van Program - There's a Better Way

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
0.23	Outreach Coordinator	29,120.00	6,787.98	23.31%
0.09	Accounting Aide	35,360.00	3,005.60	8.50%
4. Salaries & Wages this Page		64,480.00	9,793.58	15.19%
5. Payroll Taxes & Employee Benefits*		8,382.40	1,273.17	15.19%
6. Total Personnel Costs		72,862.40	11,066.75	15.19%

7. *Payroll Taxes: FICA@_7.65%: Unemployment Insurance @ _2.7%
Employee Benefits: Health Insurance @____% Retirement @____%
Other: @ _2.65%

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

1. Agency Name: St. Martin's Hospitality Center

2. Project Title: Van Program - There's A Better Way

3. Operating Costs: For each line item included on the Expense Summary Form, describe the item and indicate the basis for determining the cost (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 Total	Amount Requested	Amount Other	Percent Requested
Contractual Services				
Client Stipends	\$ 29,495.34	\$ 29,495.34		100.00%
9 clients @ \$9 per hour X 6 hours x 8.67 days x 7 mo				
Consumable Supplies				
Lunches	3,277.26	3,277.26		100.00%
9 clients @\$6.00 per lunch x 8.67 days x 7 mo				
Sunscreen Incidentals	886.92	886.92		100.00%
Travel				
Auto Expense Fuel	728.28	728.28		100.00%
8.67 days x 60 MPD/ 15 MPG x \$3.00gal x 7 mo				
Totals	34,387.80	34,387.80	0.00	100.00%

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

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

Quarter Ending	Amount to be Requested	Percent of Total
September 30, 2015	7,142.86	14.29%
December 31, 2015	21,428.57	42.86%
March 31, 2016	21,428.57	42.86%
	0.00	0.00%
Total	50,000.00	100.00%

Explanation:

Project is for only 7 months Beginning 9/1/2015 ending March 31, 2016