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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 6 Ordinance/Resolution# 12-005

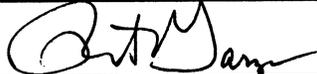
For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of July 5, 2011
 (Adoption Date)

TITLE: A RESOLUTION TO EXTEND THE FISCAL YEAR 2011 HEALTH-RELATED PUBLIC SERVICES' PURCHASED SERVICES AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND LA CASA, INC. FOR AN ADDITIONAL FOUR (4) MONTHS THROUGH OCTOBER 31, 2011. THE RESOLUTION FURTHER AMENDS THE CITY'S FISCAL YEAR 2012 BUDGET TO REFLECT THIS EXTENSION.

PURPOSE(S) OF ACTION:

A contract extension and budget amendment are requested by La Casa, Inc.

COUNCIL DISTRICT: N/A		
<u>Drafter/Staff Contact:</u> Jean Barnhouse-Garcia 	<u>Department/Section:</u> Community Development / Neighborhood Services	<u>Phone:</u> 528-3048
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

La Casa, Inc. requests a four (4) month extension of their current Fiscal Year 2011 Purchased Services Agreement due to extenuating circumstances that prevented completion of their Health-Related Public Services program. La Casa, Inc. experienced flooding at the shelter in February 2011 as well as on-going new construction at the facility. As a result, La Casa, Inc. housed less than fifty percent (50%) of their normal client caseload at the shelter. Therefore, fewer clients were able to transition out of the shelter to housing. At the end of Fiscal Year 2011 (June 30, 2011), La Casa, Inc. estimates a remaining fund balance in the amount of \$3,391.02, or sixteen percent (16%) of their approved budget, which will be expended over four (4) months commencing on July 1, 2011 and terminating on October 31, 2011.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Extension of the Fiscal Year 2011 Health-Related Public Services' Purchased Services Agreement between the City of Las Cruces and La Casa, Inc.
3. Exhibit "B", FY2012 Budget Adjustment.
4. Attachment "A", Purchased Services Agreement.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input checked="" type="checkbox"/>	Proposed funding is from fund balance in Fund 2700, Health Care Fund.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

If approved, this would carry over approximately \$3,391 in unspent FY2011 Health-Related Funds to FY2012 and allow La Casa, Inc. to spend it.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Health Care Fund	27100010-722190-10904	\$3,391.02	\$303,391.02	\$0	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution. Such action would approve the extension of Fiscal Year 2011 funds for four (4) months.
2. Vote "No"; this will deny the Resolution, and not adopt the extension of Fiscal Year 2011 funds for four (4) months.
3. Vote to "Amend"; and then vote "Yes" on the amended Resolution. Modification would be based on the Council's direction.
4. Vote to "Table"; this could postpone the Resolution. Council would need to provide direction to staff.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. N/A

RESOLUTION NO. 12-005

A RESOLUTION TO EXTEND THE FISCAL YEAR 2011 HEALTH-RELATED PUBLIC SERVICES' PURCHASED SERVICES AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND LA CASA, INC. FOR AN ADDITIONAL FOUR (4) MONTHS THROUGH OCTOBER 31, 2011. THE RESOLUTION FURTHER AMENDS THE CITY'S FISCAL YEAR 2012 BUDGET TO REFLECT THIS EXTENSION.

The City Council is informed that:

WHEREAS, La Casa, Inc. requests a four (4) month extension of their current Fiscal Year 2011 Purchased Services Agreement due to extenuating circumstances that prevented the timely completion of their Health-Related Public Services program; and

WHEREAS, at the end of Fiscal Year 2011 (June 30, 2011), La Casa, Inc. estimates a remaining fund balance in the amount of \$3,391.02, or sixteen percent (16%) of their approved budget, to be expended over four (4) months commencing on July 1, 2011 and terminating on October 31, 2011.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT an extension to the Purchased Services Agreement with La Casa, Inc. to expend their remaining Fiscal Year 2011 fund balance of City Health Care Funds of \$3,391.02 through to October 31, 2011, as shown on Exhibit "A," attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT the City's FY2012 adopted Budget is hereby amended, as shown in Exhibit "B," attached hereto and made part of this Resolution.

(III)

THAT the Assistant City Manager is authorized to execute the Agreement Extension on the City's behalf.

(IV)

THAT the extended Health-Related Public Services' Purchased Services Agreement is hereby directed to be in the custody of the City Clerk and available for public inspection upon approval of the extension.

(V)

THAT City staff is hereby authorized to do all deeds necessary in accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Connor: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

**EXTENSION OF THE FISCAL YEAR 2011
HEALTH-RELATED PUBLIC SERVICES' PURCHASED SERVICES
AGREEMENT BETWEEN THE CITY OF LAS CRUCES
AND
LA CASA, INC.**

THIS EXTENSION OF AGREEMENT is entered into on the _____ day of _____, 2011, by and between the City of Las Cruces, New Mexico, a municipal corporation organized under the laws of the State of New Mexico, hereinafter called "City," and La Casa, Inc., a non-profit public organization, hereinafter called "Contractor."

WHEREAS, this Agreement to provide services for the **Transitional Housing Program** is being extended in accordance with Item #13, page 4 of the Purchased Services Agreement dated July 12, 2010, that describes the terms of "Extensions, Changes and Amendments" of the Agreement.

WITNESSTH, the City and the Contractor do mutually agree as follows:
In accordance with Item #13 of the attached Purchased Services Agreement dated July 12, 2010, all items in the Agreement shall be extended an additional four (4) months, as requested by the Contractor, commencing on July 1, 2011 and terminating on October 31, 2011.

IN WITNESS WHEREOF, the parties hereto do mutually execute this Termination of Agreement as of the date first written.

LA CASA, INC.

J. Armendarez

Name

6-15-11

Date

Executive Director

Title

CITY OF LAS CRUCES

APPROVED AS TO FORM:

Brian Denmark, Assistant City Manager

City Attorney

Date

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2011/2012**

FUND	DIVISION		FUND TYPE	
Health Services Fund 2700	Comm Dev		Special Revenue	
	FY 2010/11 Projected*	FY 2011/12 Adopted	Adjustment	FY 2011/12 Adjusted
RESOURCES				
Beginning Balance	\$ 18,830	18,420		18,420
REVENUES				
570010 Investment Income	\$ 654	650		650
590015 Net Incr (Decr) Fair Value Investment	(1,064)	0		0
Total Revenues	\$ (410)	650	0	650
Total Resources	\$ 18,420	19,070	0	19,070
EXPENDITURES				
La Clinica de Familia 10901	\$ 27,000	22,500		22,500
El Caldito Soup Kitchen 10902	20,000	22,500		22,500
La Pinon Sexual Assault Recovery Services 10903	22,500	22,500		22,500
La Casa Transitional Housing Program 10904	20,000	0	3,392	3,392
Casa de Peregrinos Food Bank 10906	20,000	22,500		22,500
Southwest Counseling Ctr (Homeless Outrch) 10907	0	0		0
SNM Diabetes Outreach - Ciclovía 10916	0	22,500		22,500
FYI - Safe After School Prog. 10910	27,000	0		0
Big Brothers/Big Sisters - School & Comm 10915	10,000	0		0
SNM Diabetes Outreach - Ciclovía 10916	27,000	0		0
Camino de Vida - Homelessness Prev 10919	0	0		0
MV Hospice - Charity Care/Grf Svcs Cntr 10920	24,102	22,500		22,500
Jardin de los Ninos 10922	27,000	22,500		22,500
Southern NM Diabetes Outreach 10923	0	0		0
MV Community of Hope 10924	20,000	22,500		22,500
NAMI Doña Ana County 10925	0	0		0
Southwest Counseling Center 10926	0	0		0
Doña Ana Action for Youth 10927	0	0		0
MV Youth Foundation 10928	0	0		0
St. Luke's Health Care Clinic 10929	24,696	0		0
MV Casa - Children First Program 10930	17,202	0		0
Tresco - Evaluation & Assessment 10931	13,500	0		0
Candlelighters of West TX and Southern NM 10932	0	7,500		7,500
La Casa, Inc. 10933	0	22,500		22,500
NM GLBTQ Centers 10934	0	22,500		22,500
NMSU	0	22,500		22,500
St. Luke's (Indigent) 10936	0	22,500		22,500
Roadrunner Food Bank 10937	0	22,500		22,500
Total Expenditures	\$ 300,000	300,000	3,392	303,392
OTHER FINANCING SOURCES (USES)				
Transfer from Fund 1000 - GF	\$			
Transfer from Fund 2705 - Telshor Facility	300,000	300,000		300,000
Total Other Financing Sources (Uses)	\$ 300,000	300,000	0	300,000
ENDING BALANCE	\$ 18,420	19,070	(3,392)	15,678

*Projected based on 8 months actual through February 28, 2011 and 4 months projected.

PURCHASED SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this July 12th 2010, by and between the City of Las Cruces, New Mexico, hereinafter called "City" and La Casa, Inc., of (800 S. Walnut) P O Box 2463, Las Cruces, NM 88004 hereinafter called "CONTRACTOR". The contract term shall commence on date of the City's Notice to Proceed for a term of 365 days, but no later than June 30, 2011.

1. PROJECT DESCRIPTION

La Casa, Inc. will provide comprehensive transitional housing for 30 victims and child witnesses of domestic violence in Las Cruces, NM. The program will pay for rental assistance, utilities and deposits for privately owned rental properties to house the victims and children once they have left emergency shelter. Support services and case management will be utilized to ensure the program participants continue to meet eligibility and achieve their personal goals for an independent, violence-free lifestyle.

The City is purchasing from the CONTRACTOR to provide the services as specified within this Agreement in accordance with the Constitution and Laws of the State of New Mexico, specifically to provide services to the sick and/or indigent in accordance with Article 9, Section 14 of the New Mexico Constitution, as amended.

2. SCOPE OF SERVICES

CONTRACTOR shall render in a satisfactory and proper manner the SERVICES set forth in Exhibit "A", attached hereto and made a part of this Agreement.

3. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement not to exceed an amount of \$20,000.00, as set forth in Exhibit "B." CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

4. CHANGES AND EXTRA SERVICES

The CITY may make changes within the general scope of this Agreement. If CONTRACTOR is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify the CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONTRACTOR may initiate such notification upon identifying a condition, which may change the SERVICES agreed to on the effective date of this Agreement.

That party of the other party's written notification of a proposed change must provide any such notification within five (5) days from the date of receipt. In the event that the parties hereto as to a particular change cannot reach agreement, the issue shall be resolved pursuant to Article 14.

The CITY may request CONTRACTOR to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit "A," and CONTRACTOR shall perform such extra services and will be compensated for such extra services when they are reduced to writing, mutually agreed to, and signed by the parties hereto amending this Agreement accordingly.

The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment.

5. SCHEDULE

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit "B." CONTRACTOR will initiate services following City Council acceptance of the proposal for a period of performance from July 1, 2010 through June 30, 2011.

6. DELAYS

CONTRACTOR shall perform its SERVICES with due diligence upon written execution of the Agreement provided services can begin and are invoiced from the beginning of the effective date. In the event that performance of its SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES shall be equitably adjusted by written amendment to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

7. SCOPE OF AGREEMENT

That this Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

8. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent CONTRACTOR, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR's retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Contract.

CONTRACTOR is and shall be an Independent CONTRACTOR and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent CONTRACTOR, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

9. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of such projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

10. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense to protect it from claims as follows:

- a. Professional Liability: \$1,000,000 per claim;
- b. Must be Occurrence form coverage;
- c. Must be purchased from a firm licensed to sell insurance in the State of New Mexico;
- d. Must name the City as an "Additional Insured."

11. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

12. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as

otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

13. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by both parties to this Agreement.

14. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

15. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR's breach and recover any and all costs and expenses in so doing from CONTRACTOR.

16. DISPUTE RESOLUTION

In the event that a dispute arises between City and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

17. ASSIGNMENT.

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

18. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.

19. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the CITY for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The City's decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

20. APPLICABLE LAW

CONTRACTOR shall abide and be governed by all applicable state law, City ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

21. NOTIFICATION

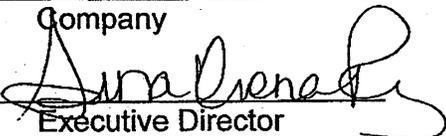
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
Community Development Department
Neighborhood Services Section
PO Box 20000
Las Cruces, NM 88004
ATTENTION: Jean Barnhouse-Garcia

With Copies to: City Attorney
Purchasing Manager

TO CONTRACTOR: La Casa, Inc.
Physical: 800 S. Walnut
Mailing: P O Box 2463
Las Cruces, NM 88004
ATTENTION: Gina Orona-Ruiz, Executive Director

La Casa, Inc.

Company
By: 

Executive Director

Date: 7/2/10

THE CITY OF LAS CRUCES
By: 

City Manager

Date: 7/12/10

APPROVED AS TO FORM:



Interim City Attorney

LA CASA, Inc.

Scope of Work

Project # 10904

Program: Transitional Housing Program

A. Performance Goal:

Eliminate homelessness for battered spouses and families

B. Objective

Provide comprehensive transitional housing services for 30 victims and child witnesses of domestic violence in the City of Las Cruces.

C. Activities

1. Identify eligible clients and ensure income and citizenship/qualified alien status eligibility prior to approval;
2. Increase clients' self-sufficiency and economic independence through the provision of life skills classes and counseling;
3. Provide up to six months of financial rental assistance for battered spouses and children;
4. Charge a sliding fee scale by giving the client the ability to pay a portion of the rent, if possible.

D. Measures

1. Monthly reports of the number of income eligible persons served, and financial expenditures in accordance with the approved budget line items;
2. Annual report submitted to the City of Las Cruces by July 15, 2011 showing actual cost of service provided (expenditures and units served) for the previous twelve months, and program narrative of how goals, objectives and activities were accomplished.

E. Resources

Payment will be made by the City of Las Cruces to La Casa, Inc. after receipt of a properly executed Monthly Invoice and Monthly Expenditure Summary Report for financial expenditures in accordance with the approved budget line items. Reimbursement requests must be submitted to the Neighborhood Services Section on a monthly basis by the 15th of each month.

F. Training

The Executive Director, or staff designee, will attend the Health-Related Public Services training each year conducted by Neighborhood Services staff.

G. Evaluation

La Casa, Inc. will submit monthly and annual reports for review and evaluation by City staff. Information from the monthly and annual reports may be provided to Internal Audit, Health and Human Services Advisory Committee and City Council, as requested.



City of Las Cruces®

PEOPLE HELPING PEOPLE

INVOICE

Month of _____

Agency Name La Casa, Inc.

City Purchase Order Number: 11200486

Project Name Transitional Housing Program #10904

Original contract balance \$ 20,000.00

Balance as of end of previous month's billing \$ 20,000.00

Invoice Expenses:

Operating:

900-110

Client Housing (rent)

Subtotal: _____

GRAND TOTAL: _____

Remaining Balance: _____

Certification:

I, _____, as _____

of _____, hereby

certify that the information provided on this invoice is for reimbursement for expenses

incurred for the program delivered in the month identified above.

Printed Name

Signature

Date

LA CASA, INC.

Budget

Project # 10904

Program: Transitional Housing Program

Fiscal Year 2011 (July 1, 2010 to June 30, 2011)

Line Item #	Category	Amount
900-110	Client Housing (rent)	\$20,000.00
	Total:	\$20,000.00

Number of units to be served: 30