

SERVICE AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE SAMARITAN HOUSE, INC.

THIS AGREEMENT is hereby made and entered into this ____ day of December 2022 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and the Samaritan House, Inc., a New Mexico non-profit corporation (“Samaritan”).

Recitals

WHEREAS, Samaritan is a non-profit corporation whose purpose is to provide shelter and other services to persons who are homeless and/or otherwise in need (“Services”); and

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed \$8,333 per month, from December ____, 2022 through May 30, 2023, not to exceed \$50,000.00.

WHEREAS, Samaritan desires and commits to providing the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Samaritan and the City agree as follows:

1. **Term.** This Agreement shall be valid through May 30, 2023, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. **Completion Schedule.** Samaritan shall complete the tasks and deliverables as provided in the section entitled “Scope of Work “and provide monthly reports as outlined.
3. **Compensation and Payment Schedule.** The City will pay Samaritan for services satisfactorily rendered in the monthly amount not to exceed \$8,333.00. Said amount shall be paid to Samaritan upon the City’s receipt of Samaritan’s monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the satisfaction of the City. Payments shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan’s invoice. No further amounts shall be available under this Agreement unless authorized by the City Council and embodied in a written amendment to this Agreement.
4. **Termination.** In addition to any other remedy provided by law, the City may terminate this Agreement for any reason, at any time, in the City’s sole discretion, by giving 30 day written notice to Samaritan. Samaritan shall render a final report of the services performed up to the date of termination and shall turn over the City original copies of work, research or papers prepared under this Agreement.

5. Samaritan Independent from City. Nothing in this Agreement is intended or shall be construed in any way as creating or establishing any partnership, joint venture or association or to make the Samaritan, or any of Samaritan's employees or agents, an agent, representative or employee of the City for any purpose or in any manner whatsoever. Samaritan is and will remain a separate entity, related to the City only by the provision and conditions of this Agreement. Samaritan, its agents, employees or subcontractors, are not employees or agents of the City for any purpose whatsoever. Samaritan shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all of its sub-contractors. Samaritan and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

6. Appropriation. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to Samaritan. The City's decision as to whether sufficient appropriations or authorizations are available shall be accepted by Samaritan and shall be final.

7. Subcontracting. Samaritan shall not subcontract any portion of the services to be performed under this Agreement, unless specified herein or with the prior written approval by the City.

8. Assignment. Samaritan shall not assign or transfer any interest in this Agreement, or assign any claims for money due, or to become due, under this Agreement without the prior written approval of the City.

9. Taxes. Samaritan acknowledges that it, and it alone, shall be liable for and shall timely pay to the appropriate taxing entity any and all taxes required by law, and the City shall have no liability for payment of any such taxes.

10. Insurance Requirements. Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. Policies of insurance will be written by companies authorized to write such insurance in New Mexico and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Samaritan shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall comply with the applicable provisions of the New Mexico Workers' Compensation Act, the

Subsequent Injury Act and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are subcontracted, Samaritan will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City Clerk's Office, and are hereby made part of this Agreement.

11. Indemnification. Samaritan agrees to indemnify and hold harmless the City, its elected officials, agents, and employees from any and all claims, suits, and causes of action which may arise. Samaritan further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

12. Release. Samaritan releases the City from all liabilities, claims and/or obligations whatsoever.

13. Non Agency. Samaritan shall not bind the City to any obligation not specifically assumed herein by the City, unless Samaritan has expressed written approval and then only within the limits of that expressed authority.

14. Confidentiality. Any information learned, given to, or developed by Samaritan in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to any entity without the prior written approval of the City.

15. Conflict of Interest. Samaritan warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this Agreement.

16. Non Discrimination. Samaritan agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

17. Scope of Agreement and Amendment. This Agreement constitutes the entire agreement between the City and Samaritan with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged in and are superseded by this Agreement. No statement, promise, or inducement made by the City or Samaritan, either written or oral, which is not contained in this Agreement, is binding between the City and Samaritan.

18. Applicable law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules, and regulations of the City. The venue for any dispute shall be the Fourth Judicial District Court in Las Vegas, New Mexico.

19. Conformance to Laws. Samaritan shall comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under this Agreement.

20. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, and Section 41-4-1 through 41-4-30. The City and its ‘public employees,” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. Third-Party Beneficiaries. By entering into this Agreement, Samaritan and the City do not intend to, and shall not, create any right, title, or interest in or for the benefit of any entity other than the City and Samaritan. No entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary under this Agreement.

22. Miscellaneous. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City’s Governing Body. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

23. Scope of Work. Samaritan shall provide the following services within the City to eligible populations to be served to reduce the length of time persons remain homeless by providing the following accommodation for a maximum of twelve people:

- A. Sleeping accommodations from 2200 hrs. to 0630 hrs.
- B. The provisions of dinner and breakfast,
- C. Clothing, and hygiene items as necessary.
- D. Referral to the appropriate resource as requested by the guest.

The Scope of Work shall be achieved and operate under the following conditions:

- a. Samaritan shall operate within an Interim Rule Program (IRP), where new, revised, removed or recommended policy or procedures from staff, guests, the public or interested parties shall be formally introduced to the Board of Directors for consideration. The final rule shall be posted at the entrances of the Samaritan House.
- b. Law Enforcement shall have access to all outdoor camera systems on request.
- c. A dedicated phone line and voice mailbox shall be available for public comment 24 hours a day for the term of this agreement.
- d. Twice monthly, for 30-45 minutes, Samaritan House will open a Zoom session for updates to the public on the most recent efforts to combat addiction, stigma, and mental illness in San Miguel County and to ask questions of the experts.
- e. One Board member appointment shall be made available to any neighborhood homeowner within the shelter zip code for the term of this agreement.

Staffing: Samaritan shall operate a homeless shelter located at the corner of 7th Street and Lincoln Avenue. The Shelter will be staffed in the evenings. Staff will conduct intake, serve dinner, and ensure that guests are settled in comfortably and safely. The nighttime staff member will be on duty overnight and trained in but not limited to: Samaritan policies and procedures, crisis management, use of Narcan, drug detection, issues of mental health, and medication handling. Samaritan House will strive to end homelessness.

Food Preparation & Service: Samaritan House will acquire and maintain all NM Health Department licensure to ensure that food is handled properly and that the dishwashing process meets all applicable laws and regulations.

Emergency Shelter Facilities: The Shelter will be a safe, warm, and secure facility that is open to anyone who needs help and is willing to observe the facility's rules. Smoking will be restricted to a secured area outside of the building and within the Shelter's fenced-enclosed area. The Shelter shall provide guest access to a computer.

Licenses: Samaritan shall obtain and maintain throughout this Agreement all applicable professional and business licenses required by law for itself, its employees, agents, representatives, and subcontractors.

Reports: Samaritan shall provide the City Manager and Finance Department a monthly report outlining expenses paid for with City funding in a line-item budget format.

The Samaritan House shall be paid by the City only for services actually performed.

Records and Audits: Samaritan shall maintain, throughout the term of this Agreement and for a period of five years thereafter, detailed descriptions that indicate the date, time, and nature of services rendered under the terms and limitations of this agreement.

These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing before and after payment to Samaritan House. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Inspections: Any City Department authorized by law can enter and inspect the Samaritan shelter with or without notice. Any violation and conviction of Samaritan House of interfering with a lawful entry and inspection by the City shall immediately void and terminate this agreement.

In witness of which, the City and Samaritan have duly executed this instrument as of the Effective Date.

CITY OF LAS VEGAS Approved By:

_____ Date: _____

Leo Maestas, City Manager

Attest: _____

Casandra Fresquez, City Clerk

Approved as to legal sufficiency:

SAMARITAN:

Signature: _____

Printed Name: _____ Title: _____

Email address: _____

Date: _____