

## AGREEMENT

THIS AGREEMENT is made and entered into upon the final date of signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and ROADRUNNER FOOD BANK, INC, 5840 Office Blvd. NE, Albuquerque, NM 87121, a Non-Profit (the "Contractor").

## RECITALS

WHEREAS, the City has determined that it will provide basic social services to ensure that its residents are afforded access to basic services required to maintain a reasonable quality of life; and

WHEREAS, these services enhance the health, wellness, education and public safety of the City of Albuquerque; and

WHEREAS, the City has appropriated funds ("City Funds") for this purpose; and

WHEREAS, the City desires to engage the Contractor to render certain social services as described herein; and

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

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

1. Goals and Objectives: The Contractor agrees to accomplish the goals and objectives set out in Exhibit A to this Agreement in a satisfactory and proper manner, as determined by the City and within the financial resources provided.
2. Scope of Services: The Contractor shall perform the services set out in Exhibit A ("Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided.
3. Time of Performance: Services of the Contractor designated herein are to commence July 1, 2024, 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, 2025. The execution of this Agreement was delayed, causing a gap between July 1, 2024 and the date of execution of this Agreement. By signing this Agreement, the parties ratify all actions taken in accordance with the terms and conditions of this Agreement, from July 1, 2024 through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2024.

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 Hundred and Twenty-Five Thousand, Six Hundred Eighty and NO/100 Dollars (\$225,680.00), 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 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, and indicate "pay now."
- (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.
- (5) The City and the Contractor specifically agree that although the default payment schedule for the City is "net 30," under this Agreement the Contractor will be "pay now." This Agreement authorizes that the process required for payment may begin upon receipt of the invoice by the City, rather than 30 days after the invoice date.

C. Program Income: Program Income refers to the gross income earned by the Contractor from City-supported activities. Program Income shall be treated as described in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, Section 13.B. Accounting for Program Income, as amended.

D. Responsibility to Monitor Contract: Contractor shall be responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger

report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

5. Budget Revisions: The Contractor shall inform the City of any "line item" revisions to the City Budgets, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
6. Amendment to Agreement: Amendments to this Agreement shall be in writing and signed by both parties.
7. Fiscal Agent, Purchasing Agent, and Personnel Agent:
  - A. The Contractor shall serve as its own fiscal agent, purchasing agent, and personnel agent.
  - B. 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 City staff to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that City 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. Contractor must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting.
  - B. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low and moderate income residents, defined as residents having 80% or below of the median income of the Albuquerque Standard Metropolitan Statistical Area (SMSA).
10. Reversion of Assets: Upon the expiration of this Agreement, the Contractor shall transfer to the City any City Funds on hand at the time of expiration and any accounts receivable attributed to the use of City Funds. The Contractor shall ensure that any property that was acquired or improved in whole or in part with City Funds complies with the Scope of

Services Section of this Agreement and must adhere to the Property Management Section of the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.

11. Appropriations: Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council un-appropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.
12. Independent Contractor:
  - A. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
  - B. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
  - C. The Contractor certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the Drug-Free Workplace Act of 1988 (P.L. 100-690), and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.
13. Personnel:
  - A. The Contractor represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. Personnel salaries, benefits and other related costs may be paid for from City Funds as authorized in the City Budgets.
  - B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
  - C. None of the work or the Services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or Services subcontracted

hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

- D. The Contractor shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Contractor's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.
  - E. If the Services under this Agreement require the Contractor to work with or be in proximity to children or other vulnerable populations, the Contractor will comply with all applicable requirements contained in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.
14. Indemnity: The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or the Contractor's agents, employees, or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
15. Insurance: The Contractor shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Contractor or its agents. Before commencing the Services, and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:
- A. Commercial General Liability Insurance: A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:
    - \$2,000,000.00 Per Occurrence (or \$1,000,000 CGL and \$1,000,000 umbrella)
    - \$2,000,000.00 Policy Aggregate
    - \$1,000,000.00 Products Liability/Completed Operations

\$1,000,000.00 Personal and Advertising Injury  
 \$5,000.00 Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- B. Commercial Automobile Liability Insurance (“CAL”): A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.
  - C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The Contractor must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business.
  - D. Professional Liability (Errors and Omissions) Insurance: N/A
  - E. Sexual Abuse Molestation Coverage: N/A
  - F. Cyber Liability Coverage: N/A
  - G. Increased Limits: If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
16. Other Attachments: The Contractor must have on file with the City current copies of:
- A. its certificate of nonprofit incorporation;
  - B. the Contractor's articles of incorporation approved by the New Mexico Secretary of State Corporations Bureau;
  - C. a copy of the Contractor's corporate bylaws;
  - D. any license applicable to the Contractor's proposed activities;
  - E. a listing of the current governing board members;
  - F. a current organizational chart;
  - G. the Contractor's written personnel policies;

- H. the Contractor's written accounting policies and procedures;
  - I. the Contractor's written procurement policies and procedures; and
  - J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
    - (1) the major tasks or activities to be performed under this Agreement;
    - (2) the measurable objectives for each task; and
    - (3) the time frame within which the tasks will be accomplished.
17. Representations in Proposal: The City has relied on all representations in the Contractor's proposal relevant to this Agreement in making its award, and the Contractor warrants the accuracy of all representations made by the Contractor in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Contractor shall owe all amounts paid to it as liquidated damages.
18. Notices, Addresses: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Contractor.

For the City, notices may be sent to:

Director, Department of Health, Housing and Homelessness  
P.O. Box 1293  
Albuquerque, NM 87103

or for hand delivery:

Director, Department of Health, Housing and Homelessness  
400 Marquette NW, 5th Floor, Room 504  
Albuquerque, NM 87102

For Contractor, notices may be sent to:

Sabrina Su  
Grants Manager  
ROADRUNNER FOOD BANK INC  
5840 Office Blvd. NE  
Albuquerque, NM 87121

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 parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.
  - (2) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
  - (3) In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.
  - (4) The Contractor shall ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Contractor's employees are assigned to work.
  - (5) The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, or physical or mental handicap or disability.
- B. Use of Funds for Sectarian Religious Purposes: The Contractor covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
- (1) there will be no religious test for admission for services;



- (2) there will be no requirement for attendance at religious services;
  - (3) there will be no inquiry as to a client's religious preference or affiliation;
  - (4) there will be no proselytizing; and
  - (5) the Services provided will be essentially secular.
- C. Lobbying: The Contractor understands that utilization of any federally appropriated funds provided to the Contractor by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Contractor further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. *See Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended, for certifications and applicable rules.
- D. Accountability in Government: The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* ROA 1994 and Inspector General Ordinance, §2-17-1 *et seq.* ROA 1994.
- E. No Collusion: The Contractor covenants and warrants that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations regarding the performance of this Agreement.
20. Reports and Information:
- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the 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 City, 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.

- D. Data and information provided to the Contractor by the City, and data and information collected by the Contractor as part of its performance under this Agreement, belongs to the City and is City property. Such data and information shall be returned to the City upon the term or termination of the Agreement unless the City provides written authorization for the Contractor to retain any such data or information.
21. Open Meetings Requirements: Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* ROA 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.
22. Active Board:
- A. The non-profit Contractor must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
  - B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.
23. Debarment, Suspension, Ineligibility and Exclusion Compliance:
- A. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.
  - B. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.
24. Establishment and Maintenance of Records: Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the 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 compliance with 2 CFR 200, Subpart F – Audit Requirements, as applicable. 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 2 CFR 200, Subpart F, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.
26. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of the City, month and year of the preparation, name of the Contractor and descriptive title.
28. Conflict of Interest: No member, officer, or employee of the Contractor, or any other person who exercises any functions or responsibilities with respect to the programs of the Contractor during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Contractor shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section.
29. Compliance with Laws: In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Contractor shall comply with the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement. Should any term or condition of this Agreement violate any federal, State or local requirement, the Contractor must comply with the federal State or local requirement. Should it come to the Contractor's attention that a term or condition of this Agreement violates any federal, State or local requirement, the Contractor will immediately bring such conflict to the attention of the City, in writing.
30. Assignability: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.
31. Termination for Cause:

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, including all Exhibits thereto, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
  - B. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- 32. Termination without Cause by the City: The City may terminate this Agreement without cause at any time by giving at least forty-five (45) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
- 33. Force Majeure: The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal, or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; floods; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.
- 34. 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.

35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. Electronic Signatures: Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

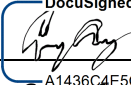
IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: ROADRUNNER FOOD BANK INC

Approved By:

DocuSigned by:



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Cory Cruz

Date:

6/21/2024 | 8:04 PM MDT

Name:

Title:

Board Chairman


CITY OF ALBUQUERQUE:

DS

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Approved By

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Mariela M Ruiz-Angel

Name:

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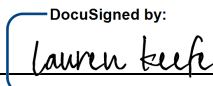
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Title:

Associate CAO

Approved By

DocuSigned by:



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Lauren Keefe

Name:

Date:

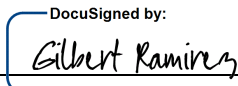
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Title:

City Attorney

Approved By

DocuSigned by:



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Gilbert Ramirez

Name:

Date:

6/24/2024 | 12:10 PM MDT

Title:

Director

**EXHIBIT A**  
**FY2025 SCOPE OF SERVICES**  
**Road Runner Food Bank: Food Distribution**

**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 Individual and Family Resilience and Increase Behavioral Health Stability by providing food to persons of low-to-moderate income.

**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 food directly to persons of low-to-moderate income through partner agencies in Albuquerque.

1. **Output 1:** Distribute 501,743 pounds of food of quality and nutritious food directly to persons of low-to-moderate income and indirectly through partner emergency food pantries, day care centers, emergency shelters, and other selected agencies, in the Albuquerque metropolitan area as evidenced by the agency's inventory system.
2. **Output 2:** Survey partner agencies at the time of monitoring to collect feedback on the quality of food provided maintained on the Roadrunner partner agency tool.

**Outcome 2a:** Maintain an average rating of 8 on the scale of 1 to 10.

3. **Output 3:** Monitor and confirm partner agencies serve low-to-moderate income populations and have established methods on food safety handling, storage, and distribution of all food.
4. **Output 4:** Provide four Health and Social Service Centers with \$30,000 in credits, divided equally among centers as evidenced in the agency's financial documentation, and recorded and sent to the City monthly.

**C. Service Implementation and Reporting:**

1. The Contractor will provide the City with an annual report documenting populations served and program accomplishments during FY25 4<sup>th</sup> quarter.
2. The Contractor will submit Quarterly Reports which consists of three forms: Part A includes aggregate results from agency data collection tools. Part B is a narrative highlighting connection to supportive resources, identification of barriers to serve comprehensive needs of clients, and suggested solutions to address barriers to obtaining services. Part C provides clients demographics.

<b>Exhibit B- City of Albuquerque</b>			
<b>Department of Health, Housing, and Homelessness</b>			
<b>APPENDIX #2: Expense Summary Form</b>			
Agency Name: Roadrunner Food Bank Inc.			
Project Title: Food Distribution in Albuquerque			
<b>Expenditure Category</b>	<b>Program Total</b>	<b>City Funding Requested</b>	<b>Percent Requested</b>
<b>Personnel Costs</b>			
Salaries & Wages	\$ 456,718.00	\$ -	0%
Payroll Taxes and Employee Benefits	\$ 108,608.00	\$ -	0%
<b>Total Personnel Costs</b>	\$ 565,326.00	\$ -	<b>0%</b>
<b>Operating Costs - Direct</b>			
Contractual Services	\$ 88,364.00	\$ -	0%
Audit Costs	\$ 7,342.00	\$ -	0%
Consumable Supplies	\$ 59,308.00	\$ -	0%
Telephone	\$ 14,210.00	\$ -	0%
Postage and Shipping	\$ 3,718.00	\$ -	0%
Occupancy			
a. Rent	\$ -	\$ -	
b. Utilities	\$ 76,711.00	\$ -	0%
c. Other	\$ 37,375.00	\$ -	0%
Equipment Lease/Purchase	\$ 70,027.00	\$ -	0%
Equipment Maintenance	\$ 49,607.00	\$ -	0%
Printing & Publications	\$ 1,967.00	\$ -	0%
Travel			
a. Local Travel	\$ -	\$ -	
b. Out of Town Travel	\$ -	\$ -	
Conferences, Meetings, Etc.	\$ -	\$ -	
Direct Assistance to Beneficiaries	\$ 3,501,000.00	\$ 225,680.00	6%
Membership Dues	\$ 4,971.00	\$ -	0%
Equipment, Land, Buildings	\$ -	\$ -	
Insurance	\$ 53,456.00	\$ -	0%
Fuel and Vehicle Maintenance	\$ 284,052.00	\$ -	0%
<b>Total Operating Costs</b>	\$ 4,252,108.00	\$ 225,680.00	5%
<b>Total Direct Costs (Personnel &amp; Operating)</b>	\$ 4,817,434.00	\$ 225,680.00	5%
<b>Indirect Costs* ( ____ %; attach Rate Letter)</b>			
<b>TOTAL PROGRAM EXPENSES</b>	\$ 4,817,434.00	\$ 225,680.00	5%



City of Albuquerque				
Department of Health, Housing, and Homelessness				
APPENDIX #3: Revenue Summary Form				
Agency Name: Roadrunner Food Bank Inc.				
Project Title: Food Distribution in Albuquerque				
Revenue Sources	Agency Total	% of Agency Budget	Program Total	% of Program Budget
Government Revenues				
Revenues from Federal Government <i>(On separate rows, list each Federal Agency providing fees/funding and the amount of funding)</i>				
Grants from Federal Government Agencies:				
U.S. Department of Agriculture	\$ 2,835,000.00		\$ 675,000.00	14.0%
Corporation for National and Community Service	\$ 285,000.00		\$ 68,400.00	0.0%
Medicaid Reimbursements:	\$ -	0.0%		
Other Federal Revenues:	\$ -	0.0%		
Subtotal Federal Agencies	\$ 3,120,000.00	15.9%	\$ 743,400.00	15.4%
Revenues from State Government <i>(On separate rows, list each State Agency providing fees/funding and the amount of funding)</i>				
Grants from State Government Agencies:				
NM Human Services Department	\$ 4,600,000.00	23.5%	\$ 1,150,000.00	23.9%
Other State Government Revenues:	\$ -	0.0%		
Subtotal State Agencies	\$ 4,600,000.00	23.5%	\$ 1,150,000.00	23.9%
Revenues from County Government:	\$ -	0.0%		
Revenues from the City of Albuquerque (including this proposal or contract): <i>(On separate rows, list each City-funded project and the amount of funding)</i>				
CABQ HHH Food Distribution in Albuquerque contract	\$ 225,680.00	1.2%	\$ 225,680.00	4.7%
CABQ AAA Senior Hunger in Albuquerque contract	\$ 100,000.00	0.5%	\$ -	0.0%
Other Municipal Government Revenues:				
City of Las Cruces	\$ 32,000.00	0.2%	\$ -	0.0%
Subtotal Local Government	\$ 357,680.00	1.8%	\$ 225,680.00	4.7%
TOTAL GOVERNMENT REVENUES	\$ 8,077,680.00	41.3%	\$ 2,119,080.00	44.0%
Other Revenue:				
Contributions	\$ 10,425,665.00	53.3%	\$ 2,433,354.00	50.5%
Other Revenue	\$ 1,060,000.00	5.4%	\$ 265,000.00	5.5%
Subtotal Other Revenues	\$ 11,485,665.00	58.7%	\$ 2,698,354.00	56.0%
TOTAL REVENUE FROM ALL SOURCES:	\$ 19,563,345.00	100.0%	\$ 4,817,434.00	100.0%

<b>City of Albuquerque</b>
<b>Department of Health, Housing, and Homelessness</b>
<b>APPENDIX #3: Revenue Summary Form</b>

Agency Name: Roadrunner Food Bank Inc.
Project Title: Food Distribution in Albuquerque

**Program Personnel**

<b>FTE on Program</b>	<b>Position Title</b>	<b>Salary for the Program</b>
0.0500	President & CEO	\$ 10,300.00
0.0500	Chief Financial Officer	\$ 6,437.00
0.0500	Vice President of Compliance, Infrastructure & Support Systems	\$ 6,437.00
0.2500	Director of Operations	\$ 18,323.00
0.1250	Co-Senior Director of Programs	\$ 11,587.00
0.1250	Co-Senior Director of Programs	\$ 11,072.00
0.2500	Transportation Manager	\$ 15,845.00
0.2500	Food Sourcing Manager	\$ 15,000.00
1.0000	Warehouse Specialist	\$ 33,280.00
1.0000	Warehouse Specialist	\$ 33,280.00
1.0000	Driver	\$ 58,240.00
1.0000	Driver	\$ 58,240.00
1.0000	Driver	\$ 58,240.00
1.0000	Driver	\$ 58,240.00
0.2500	Food Safety Manager	\$ 12,415.00
0.7500	Regional Manager	\$ 30,282.00
0.2500	SeedCorps Program Director	\$ 19,500.00
<b>Salaries &amp; Wages</b>		<b>\$ 456,718.00</b>
<b>Payroll Taxes and Employee Benefits *</b>		<b>\$ 108,608.00</b>
<b>Total Personnel Costs</b>		<b>\$ 565,326.00</b>

**\* Payroll Taxes and Employee Benefits:**

7.65%	FICA
0.31%	Unemployment Insurance
1.09%	Workers Compensation
14.73%	Health Insurance
	Retirement
	Other
23.78%	Total



City Funding Requested	Percent Requested <i>(Amount Requested / Salary to the Program)</i>
\$ -	0.00%
\$ -	0.00%
\$ -	0.00%
\$ -	0.00%
\$ -	0.00%
\$ -	0.00%
\$ -	0.00%
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	0.00%
\$ -	0.00%

<b>City of Albuquerque</b>
<b>Department of Health, Housing, and Homelessness</b>
<b>APPENDIX #3: Revenue Summary Form</b>

Agency Name: Roadrunner Food Bank Inc.				
Project Title: Food Distribution in Albuquerque				
<b>Operating Costs - Direct</b>				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
<b>Contractual Services</b>	\$ 88,364.00	\$ -	\$ 88,364.00	0.0%
List all costs and assumptions in this area (e.g., 50% of Contractor #1 costs @ \$150 per month for 12 months)	\$ -			
Cost is allocated.	\$ 88,364.00		\$ 88,364.00	0.0%
	\$ -			
<b>Audit Costs</b>	\$ 7,342.00	\$ -	\$ 7,342.00	0.0%
Cost is allocated.	\$ 7,342.00		\$ 7,342.00	0.0%
	\$ -			
<b>Consumable Supplies</b>	\$ 59,308.00	\$ -	\$ 59,308.00	0.0%
Incl. warehouse supplies. Cost is allocated	\$ 59,308.00		\$ 59,308.00	0.0%
	\$ -			
<b>Telephone</b>	\$ 14,210.00	\$ -	\$ 14,210.00	0.0%
Cost is allocated.	\$ 14,210.00		\$ 14,210.00	0.0%
	\$ -			
<b>Postage and Shipping</b>	\$ 3,718.00	\$ -	\$ 3,718.00	0.0%
Cost is allocated.	\$ 3,718.00		\$ 3,718.00	0.0%
	\$ -			
<b>Occupancy</b>				
a. Rent	\$ -		\$ -	
b. Utilities - Cost is allocated	\$ 76,711.00		\$ 76,711.00	0.0%
c. Other- Includes waste disposal, facility maintenance, grounds maintenance. Cost is allocated.	\$ 37,375.00		\$ 37,375.00	0.0%
<b>Equipment Lease/Purchase</b>	\$ 70,027.00	\$ -	\$ 70,027.00	0.0%
Includes semi-trucks, box trucks, warehouse equipment, office equipment. Cost is allocated.	\$ 70,027.00		\$ 70,027.00	0.0%
	\$ -			
<b>Equipment Maintenance</b>	\$ 49,607.00	\$ -	\$ 49,607.00	0.0%
Includes warehouse and office equipment. Cost is allocated.	\$ 49,607.00		\$ 49,607.00	0.0%
	\$ -			

<b>City of Albuquerque</b>
<b>Department of Health, Housing, and Homelessness</b>
<b>APPENDIX #3: Revenue Summary Form</b>

Agency Name: Roadrunner Food Bank Inc.				
Project Title: Food Distribution in Albuquerque				
<b>Operating Costs - Direct</b>				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
<b>Printing &amp; Publications</b>	\$ 1,967.00	\$ -	\$ 1,967.00	0.0%
Cost is allocated.	\$ 1,967.00		\$ 1,967.00	0.0%
	\$ -			
<b>Travel</b>				
a. Local Travel	\$ -		\$ -	
b. Out of Town Travel	\$ -		\$ -	
<b>Conferences, Meetings, Etc.</b>	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
<b>Direct Assistance to Beneficiaries</b>	\$ 3,501,000.00	\$ 225,680.00	\$ 3,275,320.00	6.4%
List all costs and assumptions in this area e.g., Rental assistance for 50 clients at \$700 per month)				
8,900,000 lbs. of food at \$.39/lb.	\$ 3,471,000.00	\$ 195,680.00	\$ 3,275,320.00	5.6%
Credits to 4 Health & Social Service Centers	\$ 30,000.00	\$ 30,000.00		100.0%
<b>Membership Dues</b>	\$ 4,971.00	\$ -	\$ 4,971.00	0.0%
Includes Feeding America membership. Cost is allocated.	\$ 4,971.00		\$ 4,971.00	0.0%
	\$ -			
<b>Equipment, Land, Buildings</b>	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
<b>Insurance</b>	\$ 53,456.00	\$ -	\$ 53,456.00	0.0%
Cost is allocated.	\$ 53,456.00		\$ 53,456.00	0.0%
	\$ -			
<b>Fuel and Vehicle Maintenance</b>	\$ 284,052.00	\$ -	\$ 284,052.00	0.0%
Cost is allocated.	\$ 284,052.00		\$ 284,052.00	0.0%
	\$ -			
<b>Total Operating Costs</b>	\$ 4,252,108.00	\$ 225,680.00	\$ 4,026,428.00	5.3%

☐ As applicable, attach cost allocation plan

Exhibit B- City of Albuquerque		
Department of Health, Housing, and Homelessness		
APPENDIX #3: Revenue Summary Form		
Agency Name: Roadrunner Food Bank Inc.		
Project Title: Food Distribution in Albuquerque		
Amount and percent of total requested funds on a quarterly basis:		
Quarter Ending	Amount to be Requested	Percent of Total
September 30, 2024	\$ 56,420.00	25.00%
December 31, 2024	\$ 56,420.00	25.00%
March 31, 2025	\$ 56,420.00	25.00%
June 30, 2025	\$ 56,420.00	25.00%
Total	225,680.00	100.00%
Explanation if any projected drawdowns exceed 25% of the total requested funds:		

Reimbursement Rate – only applicable to <i>unit of service</i> contracts:		
Rate:	\$ per unit	unit of service
\$ per (hour, client, etc.)	\$ 0.39	pound
Annual units:	501,743.59	
Rate Justification – only applicable to <i>unit of service</i> contracts:		
\$225,680 - \$30,000 (credits) = \$195,680; \$195,680/501743.59 lbs = \$0.39/lb.		