



Date: May 16, 2025

To: Mayor Alan Webber and Governing Body – June 25, 2025
Finance Committee – June 23, 2025
Quality of Life Committees – June 18, 2025

Via: Emily Oster, Finance Director *Emily K. Oster*
Andy Hopkins, Budget *Andy Hopkins*
Erika Lujan, Grant Manager ERIKALUJAN
Johanna Nelson, Interim Director, Office of Affordable Housing *Johanna Nelson (May 20, 2025 11:05 MDT)*

From: Roberta Catanach, Project Administrator, Office of Affordable Housing

Subject: Amendment #2 – JL Gray Bella Luz - Lamplighter (Capital Outlay-DFA)

Vendor Name: JL Gary – Bella Luz Apartments 2022, LLLP

Vendor Number: 9452

ITEM AND ISSUE:

Request for Approval of Amendment #2 to the City of Santa Fe Services Agreement with Bella Luz Apartments 2022, LLLP in the total amount of \$844,470 for costs associated with constructing and renovating the Lamplighter Inn to extend the Term to June 30, 2026 (Johanna Nelson, Interim Director – Office of Affordable Housing, jcnelson@santafenm.gov, (505) 955-6143)

Action Requested: Approve amendment #2 to extend the term through June 30, 2026

BACKGROUND AND SUMMARY:

On June 9, 2021, the Governing Body approved a State Capital Outlay Grant Agreement between the City of Santa Fe and the State of New Mexico Department of Finance and Administration Local Government Division for \$844,470 to **plan, design, construct and renovate a facility for homeless and below-market renters, including housing and services in Santa Fe.**

The City entered into an agreement with Bella Luz for \$844,470 to deliver the scope of work. The performance period originally ended on June 30, 2024. An amendment #1 was approved on June 27, 2024 to extend the term to June 30, 2025.

The City is requesting to extend the contract term to June 30, 2026, due to project delays that have impacted progress, making additional time necessary for completion. This extension ensures the project can move forward. The amendment in this packet presents the new term date by which to complete the project.

PROCUREMENT METHOD:

The procurement method was completed through RFA #23/62/R

Chief Procurement Officer Approval: _____ **Date:** _____

Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is ~~3204108~~-(New contract #3250518)

The funding source is:

Fund Name/Number: Community Development/Fund 345

Munis Org Name/Number: Affordable Housing Trust Fund/3459980

Munis Object Name/Number: Subsidy Payments/572970

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):

Yes | No

(if known): _____

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Project Ledger #: PWD2534525 _____

Anticipated length of project: 1 year _____

Asset Manager Approval: _____ **Date:** _____

Comment/Exceptions: _____

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Approval: _____ **Title:** _____ **Date:** _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info:

Roberta Catanach

rlcatanach@santafenm.gov

505-955-6421

ATTACHMENTS:

Amendment #2

Original contract & Amendment #1

Santa Fe Business License

Certificate of Liability Insurance

Project Ledger

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICE AGREEMENT
ITEM# 23-0451**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 3, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **Bella Luz Apartments 2022, LLLP** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to use capital outlay funds to cover costs related to the renovation and conversion of the Lamplighter Inn into units of affordable housing.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM:

Article 4 of the Agreement is hereby deleted in its entirety and the parties substitute the following Article 4 in its place:

This Contract shall be effective when signed by the City and shall terminate on June 30, 2026 unless terminated pursuant to paragraph 5 (Termination) or paragraph 6 (Appropriations). In no event will the term, including extensions and renewals, exceed the duration of four (4) years allowed by statute for professional services contracts, NMSA 1978, § 13-1-150.

CONTRACT IN FULL FORCE.

2. Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.


IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP



Jeffrey M. Curry (Apr 23, 2025 10:27 MDT)

JEFFREY M. CURRY
MEMBER-JLG PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

CRS# 03581126009

Registration # 232412

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:



Kyle Hibner (Apr 23, 2025 10:43 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER
FINANCE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

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

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

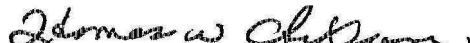
PRODUCER USI Insurance Services LLC 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Cecelia Novak
	PHONE (A/C, No, Ext): 312 442-7200 FAX (A/C, No): 610 362-8900 E-MAIL ADDRESS: cecelia.novak@usi.com
INSURED JL Gray Company Inc. 1816 E Mojave St Farmington, NM 87401-7425	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Evanston Insurance Company 35378
	INSURER B : Federal Insurance Company 20281
	INSURER C : Gemini Insurance Company 10833
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Terrorism Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3AA885636	04/11/2025	04/11/2026	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$0
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$0
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3196681	04/11/2025	04/11/2026	EACH OCCURRENCE \$5,000,000
							AGGREGATE \$5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
B	Management Liab			82255792	06/30/2024	06/30/2025	\$1M D&O; \$2M Crime
C	Professional			VNPL016357	06/30/2024	06/30/2025	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lamplighter Motel- vacant buildings
 2405 Cerrillos Road, Santa Fe, NM 87505
 1324 Luana Street, Santa Fe, NM 87505
 Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA. Certificate holder is added as additional insured as respects GL and Umbrella

CERTIFICATE HOLDER City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



City of Santa Fe, New Mexico

Memorandum



DATE: June 3, 2024

TO: Governing Body, June 26, 2024
Finance Committee, June 24, 2024
Quality of Life Committee, June 18, 2024

VIA: John W Blair, City Manager
Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department *Richard Brown*
Alexandra Ladd, Director, Office of Affordable Housing *Alexandra Ladd*

FROM: Cody Minnich, Project Manager, Office of Affordable Housing *Cody Minnich*

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to the Professional Services Agreement with Bella Luz Apartments 2022 LLLP in the Total Amount of \$844,470 for costs associated with planning, designing, constructing, and renovating the Lamplighter Inn to Extend the Term to June 30, 2025. (Cody Minnich, Project Manager, Office of Affordable Housing, cjminnich@santafenm.gov, (505) 955-6574)

BACKGROUND AND SUMMARY:

On June 9, 2021, the Governing Body approved a State Capital Outlay Grant Agreement between the City of Santa Fe and the State of New Mexico Department of Finance and Administration Local Government Division. The appropriation is described as follows: **to plan, design, construct and renovate a facility for homeless and below-market renters, including housing and services in Santa Fe.** According to the appropriation, funds can only be utilized at one facility. The funds originally had to be spent down by June 30, 2024.

The Office of Affordable Housing issued a Request for Applications on April 3, 2023. Two applicants responded to the request and were deemed eligible for funding. On May 17, 2023, both applicants presented their applications to the Community Development Commission (CDC).

The CDC recommended the Bella Luz Apartments (Lamplighter) application receive the capital outlay funds, as critical funding gaps have emerged due to project costs increasing by approximately \$1,030,000. There is substantial work required to bring the buildings up to modern code and these funds will be crucial to cover gaps in the project's existing funding for rehabilitation costs.

Due to project delays arising from the complexity of the conversion regarding land use approvals and because of federal rescue plan funds being stalled at the state level, the City formally requested an extension of this appropriation during the 2024 legislative session. An extension of the term to June 30, 2025, was approved at the session. The amendment in this packet extends the City's contract to the new term end date.

CONTRACT NUMBER:

The FY23 Munis contract number is 3204108.

PROJECT ID:

The Project ID is FA345D.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/Fund 345

Munis Org Name/Number: Housing Project CIP/3459980

Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

The Office of Affordable Housing respectfully requests your review and approval.

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 23-0451**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 3, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **Bella Luz Apartments 2022, LLLP**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to use capital outlay funds to cover costs related to the renovation and conversion of the Lamplighter Inn into units of affordable housing.
- B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

TERM:

Article 4 of the Agreement is hereby deleted in its entirety and substitute the following Article 4 in its place:


THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City and end on June 30, 2025 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). In no event will the term exceed the duration allowed by NMSA 1978, § 13-1-150.

CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.


CITY OF SANTA FE:


Alan Webber (Jun 27, 2024 12:12 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP



JEFFREY M. CURRY

MEMBER-JL PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

CRS# 03581126009

Registration # 232412

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24 xlv

CITY ATTORNEY'S OFFICE:



Patricia Feghali (Jun 11, 2024 16:08 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER
FINANCE DIRECTOR

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Bella Luz Apartments 2022, LLLP**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as affordable homeowner services, rendering services related to home buyer assistance for low-moderate income households, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of one year, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services-for the City:

The Contractor shall use capital outlay funds to cover costs related to the renovation and conversion of the Lamplighter Inn into 58 units of affordable housing for households earning 80% AMI or less with 25% of the units set aside for special needs populations referred to the property by a Local Lead Agency. The Contractor agrees to the following:

- A. Complete eligible improvements which may include, but are not limited to, electrical system upgrades, ADA and UFAS upgrades, replacement of fire alarm systems, replacement of hot water heater systems, replacement of heating/air-conditioning systems, parking lot repairs, unit renovations, and interior/exterior painting.
- B. Submit final budget and work plan to the City within 60 days after the contract is executed. The plan shall indicate a timeline for drawing down funds before June 30, 2024 and a detailed projection of costs by budget line item for which Contractor will seek reimbursement.
- C. Submit invoices to the City on a monthly basis for expenses incurred.
- D. Provide accurate and thorough recordkeeping and keep copies on file for annual monitoring to include supporting documentation to support the expenses incurred.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed eight hundred forty-four thousand, four hundred seventy dollars (\$844,470, including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$844,470). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City

that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Contractor 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. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this

Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the

minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any

officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. 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 provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fe.nm.us

To the Contractor: Bella Luz Apartments 2022, LLLP
c/o JL Gray Company
2407 W. Picacho, Ste A1
Las Cruces, NM 88007

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Merger.

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

30. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for

any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause


shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


Alan Webber (Jul 3, 2023 15:25 MDT)
ALAN WEBBER, MAYOR

DATE: Jul 3, 2023


CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

JEFFREY M. CURRY
MEMBER – JLG PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP


New Mexico Taxation & Revenue Dept:
CRS# 03581126009

City of Santa Fe Business Registration
#232412

ATTEST:

KRISTINE BUSTOS MIHELICIC
CITY CLERK XIV

CITY ATTORNEY’S OFFICE:

Marcos Martinez (May 31, 2023 16:49 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES

Emily K. Oster (Jul 3, 2023 13:41 MDT)
EMILY OSTER
FINANCE DIRECTOR

3459980.572970 ^{A#}
Org. Name/Org#












(D) Amend - 2 packet - Bella Luz

Final Audit Report

2025-05-22

Created:	2025-05-20
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5m9KGw5v_WH2_3CR_gWmOndxVLPLLo0G


"(D) Amend - 2 packet - Bella Luz" History

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 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-22 - 11:39:12 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-05-22 - 11:39:12 PM GMT