



CITY OF SANTA FE

Memorandum

Date: September 11, 2025

To: Governing Body
Finance Committee

From: Henri Hammond-Paul, Community Health and Safety Director *HH-P*

RE: Intergovernmental Agreement (IGA) with Department of Workforce Solutions

ITEM AND ISSUE:

Request for Approval of Intergovernmental Agreement No. 26-631-1111-00008 with the New Mexico Department of Workforce Solutions in the Amount of \$1,642,023 to Support Shelter Operations, Street Outreach, Site Improvements, and Neighborhood Cleanliness Activities Related to the City's Homelessness Response.

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds to Community Health and Safety for Implementation of the IGA.

BACKGROUND AND SUMMARY:

The City was selected by DWS to administer state funds to stabilize shelter operations and expand proactive outreach. The IGA provides up to \$1,642,023 (comprising \$1,200,000 – 2024 GRO Appropriation (Z19D016) and \$442,023 – FY26 Grants to Support Housing/Encampments (Z15037)).

Funds are reimbursable upon submittal of required deliverables and invoices and are intended to: (1) operate and secure the City shelter currently at 2801 Cerrillos Rd; (2) conduct twice-daily street trash pick-up within the defined impact area; (3) deliver targeted street outreach to reduce encampments near the shelter and maintain a designated downtown coverage area; (4) complete physical alterations to the shelter; and (5) develop and implement a plan to relocate shelter operations and list the current facility for non-homelessness uses.

No City General Fund match is required. Approval enables the City to draw state funds to maintain essential services, improve neighborhood conditions, and achieve measurable outcomes (e.g., nightly bed utilization, case management engagement, transitions to stable alternatives, and reduced emergency calls).

ACTION REQUESTED:

The Community Health and Safety Department respectfully requests your review and approval.

ATTACHMENTS:

STATE OF NEW MEXICO INTERGOVERNMENTAL AGREEMENT No. 26-631-1111-00008
BAR

ERIKA LUJAN
ERIKA LUJAN (Sep 19, 2025 14:57:13 MDT)



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 9/18/25

Project Title: STREET OUTREACH-SHELTER OPERATION

Project Type: CIP Grant Internal Tracking

Department: COM SERVICES Project Manager: H.HAMMOND Ext: _____

Project Date Range: 9/18/2025 to 6/30/2026 Create Fixed Asset

Project ID: CAD2624001

Grant ID: S2617

Approved By: MB 9/19/25
MB 9/19/25 (Sep 19, 2025 14:09:34 MDT)

Entered By: CMT (Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: STATE IGA WORKFORCE SOLUTIONS % of Funding: 100

MUNIS ORG: 2401001 MUNIS OBJ: 491320 Awarded Amount: 1,642,023.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: GRANTS/SERVICES MUNIS ORG: 2401001 MUNIS OBJ: 510400

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other: COM SRVC ADMN/OTHR MSC GRNT

GRANTS ONLY:

Grantor Name: NM WORKFORCE SOLUTION IGA 26.631.1111.600008 Awarded Amount: 1,642023.00

AR Charge Code: 2401001.491320 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: OTHER MISC GRANT Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) Attached Grant Documentation

Agreement No. 26-631-1111-00008

**STATE OF NEW MEXICO
INTERGOVERNMENTAL AGREEMENT
AGREEMENT No. 26-631-1111-00008**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is effective on the date executed by the Department of Workforce Solutions (“**Effective Date**”) and is made and entered into by and between the State of New Mexico, Department of Workforce Solutions (“**Department**”) and the City of Santa Fe (“**Contractor**”) (individually “**Party**” and collectively “**Parties**”).

WITNESSETH

WHEREAS, the Department is an agency of the State of New Mexico, created under § 9-26-1 et seq., NMSA 1978; and

WHEREAS, Contractor is a public body politic and corporate, separate and apart from the State, created under § 3-1-5 (G), NMSA 1978, § 13-1-67 NMSA 1978 and §13-18-1 NMSA 1978; and

WHEREAS, Contractor holds the technical expertise and capacity to perform services necessary to administer an appropriation assigned to the Department; and

WHEREAS, Department is retaining the Contractor to provide its skill and expertise in housing and homelessness services;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms:

1. **Scope of Work.**

The Contractor shall perform the Scope of Work attached as “**Exhibit A.**” The Parties agree that the Department, in accordance with the total annual budget stated herein, and after consultation and acceptance by the Contractor, requires the Contractor to fund specific activities and/or programs identified in Exhibit A at levels deemed appropriate by the Department. The Parties agree that **Exhibit A** may be updated and amended from time to time to incorporate any exercise of the Department’s discretion identified above without the need for formal amendment of this Agreement.

2. **Compensation.**

- a. Department shall fund a portion of Contractor’s homeless services programs. Department shall pay Contractor the specific costs tied to services satisfactorily completed pursuant to **Exhibit A**. The total budget amount payable under this Agreement shall not exceed One Million Six Hundred Forty-Two Thousand Twenty-Three Dollars and No Cents (\$1,642,023). This amount is a maximum and not a guarantee that work assigned to be performed under this Agreement shall equal the amount stated herein.
- b. The Parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is

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responsible for notifying Department when the services provided under this Agreement reach the total compensation amount. In no event shall 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.

- c. Payment beyond Fiscal Year 2026 is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Exhibit A, Scope of Work. All invoices **MUST BE** received by Department no later than fifteen (15) days preceding the termination of the state Fiscal Year in which the services were delivered. Invoices received after such date **SHALL NOT BE PAID**.
- d. Contractor shall submit a detailed statement accounting for all services performed and expenses incurred. If the Department finds that the Contractor's services are unacceptable or contractor's statements accounting for services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, the Department 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 Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) 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 Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

This Agreement shall be effective upon complete execution of the Parties and continue, unless otherwise terminated hereunder, through June 30, 2026, with the option to extend this Agreement for three (3) additional one-year terms, as determined by Department and subject to the mutual agreement of the Parties. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150. Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Department.

4. Termination.

- a. Grounds. The Department may terminate this Agreement for convenience or cause.
- b. Contractor may terminate this Agreement based upon the Department's uncured, material breach of this Agreement or with ninety (90) days' written notice to the Department
- c. Notice to Agency Regarding Opportunity to Cure.

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- i. Except as otherwise provided in Paragraph (4)(c)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - ii. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination for uncured material breaches, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what Department needs to do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Department does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - iii. In all other instances, Contractor shall give Department written notice of termination at least ninety (90) days prior to the intended date of termination.
 - iv. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by Department; or (ii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Agreement.
- d. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, Department's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination, 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. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE DEPARTMENT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**
- e. **Termination Management.** Immediately upon receipt by either of the Parties of notice of termination of this Agreement, Contractor shall:
- i. not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without the written approval of Department;
 - ii. comply with all directives issued by Department in the notice of termination as to the performance of work under this Agreement; and
 - iii. take such action as Department shall direct for the protection, preservation, retention, or transfer of all property titled to Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become the property of Department upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If the Legislature does not make sufficient appropriations and authorization, this Agreement shall terminate immediately upon written notice being given by Department. Contractor shall accept Department's decision as to whether sufficient appropriations are available and shall be final. If Department proposes an amendment to the Agreement to reduce funding unilaterally, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

6. Assignment.

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 Department.

7. Subcontracting.

Contractor may subcontract any portion of the services to be performed under this Agreement without the Department's prior written approval. No such subcontract shall relieve Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from Department. Contractor shall ensure that all subcontracts are awarded and issued in accordance with applicable procurement laws, regulations, and policies.

8. Release.

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

9. Confidentiality.

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of Department, except as required by Contractor's Requests to Inspect Documents Policy or to NMSA 1978, Chapter 14, Article 2, Inspection of Public Records Act.

10. Product of Service – Copyright.

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

11. Conflict of Interest; Governmental Conduct Act.

- a. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any direct or indirect interest that would

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conflict in any manner or degree with the performance or services required under the Agreement.

- b. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, shall continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing,
- c. Contractor specifically represents and warrants that:
 - i. in accordance with NMSA 1978, § 10-16-4.3, Contractor does not employ, has not employed, and shall not employ during the term of this Agreement any Department employee while such employee was or is employed by Department and participating directly or indirectly in Department's contracting process;
 - ii. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) Contractor is not a public officer or employee of the State; (ii) Contractor is not a member of the family of a public officer or employee of the State; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A).
 - iii. in accordance with NMSA 1978, § 10-16-8(A), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;
 - iv. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) Contractor is not a legislator; (ii) Contractor is not a member of a legislator's family; (iii) Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 - v. in accordance with NMSA 1978, § 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications, or evaluation criteria for this Agreement or any procurement related to this Agreement; and

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- vi. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Department.
 - d. Contractor's representations and warranties in Paragraphs A and B of this Article 11 are material representations of fact upon which Department has relied as the Parties enter into this Agreement. Contractor shall provide immediate written notice to Department 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 11 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 11 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 Department and notwithstanding anything in the Agreement to the contrary, Department may immediately terminate the Agreement.
 - e. All terms defined in the Governmental Conduct Act have the same meaning in Article 11(B).
12. Required Federal Provisions.

To the extent any funding provided to Contractor is received from the Federal Government, contractor agrees to comply with the following requirements:

- a. Lobbying. Contractor shall not use funds from this agreement to conduct lobbying activities or hire lobbyists at any government level, as defined by the Lobbyist Regulation Act, NMSA 1978, § 2-11-1, et. seq., and applicable federal law. No federally appropriated funds shall be paid to influence any officer or employee of any department or member of Congress concerning federal agreements, grants, loans, or cooperative agreements. If any funds other than federal appropriated funds are used to influence any officer or employee in relation to applicable federal agreements, the Contractor shall submit Standard Form LLL, "Disclosure Form to Report Lobbying," as instructed.
- b. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it nor any of its management, employees, or independent contractors who will be involved in the services or products supplied under this agreement have been excluded from participation in any government healthcare program, debarred from, or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7. Furthermore, each party represents that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Additionally, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

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- c. Fiscal and Administrative Standards. Contractor shall adhere to all local, state and federal regulations as applicable to their operations. Contractors shall adhere to the following fiscal and administrative standards in accordance with:
 - i. Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) [Federal Awards Only];
 - ii. State of New Mexico Manual of Model Accounting Practices (MAPs);
 - iii. The State of New Mexico State Auditor, State Audit Rule;
 - iv. Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information [Federal Awards Only];
 - v. U.S. General Accounting Office, Government Auditing Standards;
- d. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- e. Grantor and Contractor Information. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number – N/A
Program Title – N/A
AGENCY/OFFICE – N/A
GRANT NUMBER – N/A
CONTRACTOR’S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) - N/A
- f. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).
- g. This agreement and employees working on this agreement shall be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- h. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- i. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- j. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water.

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- k. Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- l. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- m. For agreements that involve the expenditure of federal funds, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Amendment.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto and all other required signatories. If the Department proposes an amendment to the Agreement to reduce funding due to budget or other considerations unilaterally, 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.

14. 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.

15. Penalties for Violation of Law.

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

16. Equal Opportunity Compliance.

Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, 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 severe 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 comply with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. 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, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any lawsuits arising under or out of any term of this Agreement.

18. Workers' Compensation.

Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Department may terminate this Agreement.

19. 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 three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by Department, its Divisions, and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

20. 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.

21. 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

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express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

22. 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 Department:

Sarita Nair, Cabinet Secretary
Department of Workforce Solutions, 401 Broadway NE, Albuquerque, New Mexico 87102
Sarita.Nair@dws.nm.gov

With a copy to: General Counsel, Department of Workforce Solutions, 401 Broadway NE, Albuquerque, New Mexico 87102

To Contractor:

Henri Hammond-Paul, Director, Community Health and Safety
Community Health and Safety, 119 E Marcy Street, Santa Fe, NM 87501
hhammondpaul@santafenm.gov

23. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

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IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Department Secretary or Designee.

Contractor – City of Santa Fe

Alan Webber, Mayor

Date: _____

ATTEST:

Andrea Salazar, City Clerk

Date: _____

CITY ATTORNEY’S OFFICE:

Signed by:


E3B06CB4779B4E6...
Rebecca Mruk-Hermann, Assistant City Attorney

Date: 9/10/2025 | 12:48 PM MDT

APPROVED FOR FINANCES:

Signed by:


94186A0F0CFB48D...
Emily Oster, Finance Director

Date: 9/18/2025 | 12:14 PM MDT

Department - Department of Workforce Solutions

Sarita Nair, Cabinet Secretary

Date: _____

Maria Garcia-Cunningham

Date: _____

Approved as to legal form and sufficiency.

Gregory Lauer, Office of General Counsel

Date: _____

Exhibit A – Scope of Work
CITY OF SANTA FE

Purpose:

To fund street outreach and improvements and operations of the shelter for people experiencing homelessness located, as of the date of this Agreement, at 2801 Cerillos Rd, Santa Fe, NM 87507 (the "Shelter").

Performance Measures:

- Number of people spending the night at the Shelter (nightly)
- Number of people engaged in case management (weekly)
- Number of people transitioning from the Shelter into stable alternatives (weekly)
- Number of calls for emergency services to the Shelter, or other critical incidents occurring at the Shelter, such as overdoses or deaths (weekly)
- Number of calls for emergency services placed in connection with encampments or people experiencing homelessness in an area to be agreed upon by the Contractor and the Department, including all of General Franklin E. Miles Park (weekly)
- Number of people contacted by specialized street outreach team
- Number of people contacted by specialized street outreach team who are transported to services or shelter
- Number of people contacted by specialized street outreach team who decline services and shelter

Activities:

1. The Contractor shall provide 24-hour security at the Shelter. Contractor may use service providers or subcontractors, for whom the Department shall have no liability.
2. The Contractor shall provide street trash pick-up twice daily in the area defined on the attached map.
3. The Contractor shall make necessary physical alterations to the Shelter, based on mutually agreed-upon plan.
4. The Contractor shall operate the Shelter, using one or more service providers. Service provider selection and monitoring is the responsibility of the Contractor solely.
5. The Contractor shall conduct street outreach with the goal of eliminating encampments near the Shelter, using one or more contractors. The Contractor shall provide for one specialized street outreach team, for which there will be a designated point of contact for Office of Housing and Office of the Governor concerns, to (a) respond to such concerns, regardless of location within the City of Santa Fe, and (b) provide continuous outreach in the downtown Santa Fe area, to include the area encircled by Paseo de Peralta to the north, east and south, and Saint Francis on the west. Service provider selection and monitoring is the responsibility of the Contractor solely.
6. The Contractor shall develop a plan for moving the physical location of the Shelter and shall take all steps reasonably necessary to effectuate the move, including, but not limited to, listing the current location for sale or lease for uses that do not include homeless services.
7. The Contractor shall work in good faith with its first responder departments to prioritize calls for service to and near the Shelter, in accordance with all applicable laws and City of Santa Fe ordinances and policies.

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8. The Contractor shall meet regularly with a designated contact person representing the Department, to discuss progress and challenges related to the Shelter.
9. The Contractor shall designate a point of contact for receiving constituent and other concerns from the Department and shall report back on the resolution of such concerns within two business days.
10. The Contractor shall certify that all funds distributed to the Funded Program are used for purposes in alignment with the appropriation language set forth above.
11. The Contractor shall designate a representative to a group of Department funding recipients who shall meet periodically to discuss progress and challenges, who may be a representative of a subcontractor or service provider for the Funded Program.
12. The Contractor and any subcontractor or service provider for the Funded Program shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the projects, no less than 48 hours prior to issuance
13. The Contractor and any subcontractor or service provider for the Funded Program shall recognize the State of New Mexico's funding contributions using language mutually agreeable to the Parties.
14. The Contractor and any subcontractor or service provider for the Funded Program shall grant access to and data from the Funded Program for purposes of any survey or evaluation that the Department conducts or commissions.
15. The Contractor recognizes that the Department is assembling data, photographs, and narratives regarding each Funded Program, and Contractor shall deliver such materials regarding each project to the Department upon request.
16. The Contractor and any subcontractor or service provider for the Funded Program shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the program, no less than 48 hours prior to issuance.
17. The Contractor is solely responsible for compliance with all applicable federal, state, and local laws, including but not limited to procurement rules, the Anti-Donation Clause of the New Mexico Constitution, and the Affordable Housing Act and Rules (if applicable).

Deliverables (including due dates):

Deadline	Deliverable
Weekly on Tuesdays beginning two weeks after Effective Date	Submit required data as set forth above, with a weekly (Sunday to Saturday) reporting period
Monthly, no later than 10 days after the end of each calendar month	Submit Request for Payment Form, in the form attached as Exhibit B and an invoice for services provided, at a rate not to exceed \$182,447 per month for nine months, with the total not to exceed One Million Six Hundred Forty-Two Thousand Twenty-Three Dollars and No Cents (\$1,642,023)
September 30, 2025	Submit plans for physical alterations to the Shelter
October 31, 2025	Submit written plan for moving Shelter operations to a new location
November 30, 2025	Complete physical alterations to the Shelter

Agreement No. 26-631-1111-00008

March 31, 2026	List current Shelter facility for sale or lease to new occupant for purposes other than homelessness services
May 31, 2026	Submit Final Request for Payment, in the form attached as Exhibit C and a final invoice

The total amount payable to the Contractor under this Agreement shall not exceed One Million Six Hundred Forty-Two Thousand Twenty-Three Dollars and No Cents (\$1,642,023) including expenses and applicable gross receipts tax.

The Department shall pay to the Contractor in full payment for services satisfactorily performed at pursuant to the Scope of Work the rate of One Eighty-Two Thousand Four Hundred Forty-Seven Dollars and No Cents (\$182,447.00) per month based on receipt of deliverables, such compensation not to exceed the amount stated herein.

The source of funds will be:

ZI9D016 (2024 GRO Appropriation)	\$1,200,000.00
ZJ5037 (FY 26 Grants to support housing encampments)	\$ 442,023.00

Reimbursable expenses, if any, shall be limited to the below listed items, and reimbursed at actual cost: None

**Exhibit B
HB2 or GRO Housing Appropriation
Request for Payment Form**

I. Contractor Information (Make sure information is complete & accurate)		II. Payment Computation	
A. Contractor:	City of Santa Fe	A. Payment Request No.	
B. Address:	200 Lincoln Ave, Santa Fe NM 87501	B. Grant Amount:	
C. Contact Name and Phone:	Henri Hammond-Paul, Director of Community Health and Safety Department	C. AIPP Amount	N/A
D. Grant No.		D. Funds Requested to Date	
E. Project Title:		E. Amount Requested in This Payment	
F. Grant Expiration Date:		F. Reversion Amount	N/A
		G. Grant Balance	
		H. <input checked="" type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB	
		I. <input type="checkbox"/> Final Request for Funding	

III. Fiscal Year: 2026 (July 1, 2025 – June 30, 2026)

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief: the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; that the Contractor has complied with the Intergovernmental Agreement in all respects since the date of the last Request for Payment; and that the grant activity is in full compliance with Article IX. Sec 14 of the New Mexico Constitution known as the "anti-donation" clause.

Contractor Fiscal Officer
or Fiscal Agent (if applicable)

Contractor Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc. No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

**Exhibit C
STATE OF NEW MEXICO
HB2 or GRO Housing Final Report Form**

Appropriation Recipient:

Appropriation Number:

Use of Appropriation Funds	Amount
Capital Expenses	
Other	
Total Amount of Appropriation Funds Expended	

Narrative

Describe the outcomes, results, benefit and/or uses of the appropriation funds.

Certificate Of Completion

Envelope Id: B44EB491-2AF6-4233-8ACB-391007E7031E

Status: Sent

Subject: Complete with Docusign: Intergovernmental-Agreement-Santa Fe Petes Place (FINAL).docx

Source Envelope:

Document Pages: 16

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Evan Sanchez

AutoNav: Enabled

401 Broadway Blvd NE

EnvelopeId Stamping: Enabled

Albuquerque, NM 87102

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

evan.sanchez@dws.nm.gov

IP Address: 98.60.255.180

Record Tracking

Status: Original

Holder: Evan Sanchez

Location: DocuSign

9/3/2025 6:44:26 PM

evan.sanchez@dws.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Workforce Solutions

Location: Docusign

Signer Events

Rebecca Mnuk-Hermann

ramnukhermann@santafenm.gov

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

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Timestamp

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Viewed: 9/10/2025 12:47:55 PM

Signed: 9/10/2025 12:48:38 PM

Signature Adoption: Uploaded Signature Image

Using IP Address:

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Electronic Record and Signature Disclosure:

Accepted: 9/4/2025 11:37:52 AM

ID: 0de0991e-b7d5-47bc-9a63-6591732afc80

Emily K. Oster

ekoster@santafenm.gov

Security Level: Email, Account Authentication
(None)

Signed by:

94186A0F0CFB48D...

Sent: 9/10/2025 12:48:40 PM

Resent: 9/12/2025 4:10:38 PM

Resent: 9/16/2025 9:18:41 AM

Viewed: 9/18/2025 12:12:01 PM

Signed: 9/18/2025 12:14:50 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.232.20.2

Electronic Record and Signature Disclosure:

Accepted: 9/18/2025 12:12:01 PM

ID: e20ab777-656f-490c-8bec-5abc1b9bb04c

Andrea Salazar

asalazar@santafenm.gov

Security Level: Email, Account Authentication
(None)

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Viewed: 9/18/2025 2:30:56 PM

Electronic Record and Signature Disclosure:

Accepted: 9/18/2025 2:30:56 PM

ID: cb2d4312-3d0d-4a05-aa2b-2714e0df50d0

Alan Webber

amwebber@santafenm.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Gregory Lauer

Gregory.Lauer@dws.nm.gov

Security Level: Email, Account Authentication
(None)

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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Maria GCunningham
maria.gcunningham@dws.nm.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/7/2025 4:57:49 PM
ID: 0ff5d532-1e74-4082-85ab-bb5a8d0c8669

Sarita Nair
Sarita.Nair@dws.nm.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 9/9/2022 11:02:44 AM
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Henri Hammond-Paul
hmhammondpaul@santafenm.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	9/10/2025 9:15:38 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ii. send us an email to ESign.NMDWS@state.nm.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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Maria GCunningham
maria.gcunningham@dws.nm.gov
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Electronic Record and Signature Disclosure:
Accepted: 3/7/2025 4:57:49 PM
ID: 0ff5d532-1e74-4082-85ab-bb5a8d0c8669

Sarita Nair
Sarita.Nair@dws.nm.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Henri Hammond-Paul
hmhammondpaul@santaferm.gov
Security Level: Email, Account Authentication
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Witness Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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