




The Purchasing Memo

Date: June 24, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Johanna C. Nelson, Interim Director, Office of Affordable Housing

Via: Johanna C. Nelson, Interim Director, Office of Affordable Housing

  
Johanna Nelson (Jun 29, 2025 21:47 MDT)

Subject: To provide homebuyer/owner support services

Vendor Name: Housing Trust

Munis Vendor Number: 1570

ITEM AND ISSUE:

Office of Affordable Housing respectfully requests your review and approval of a Amendment #3 to Contract Number 3204041 with Housing Trust to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment #3 – increases compensation by \$110,000, for a total funding amount of \$440,000 and extending the term from June 30, 2025 to June 30, 2026.

CONTRACT NUMBER:

The FY22-23 - Munis contract number is 3204041

The City of Santa Fe has a long history of contracting with local, non-profit housing agencies to provide homeownership support services. Housing Trust has provided these services for City over the last 25 years, with consistent, high-performing results. In addition, Housing Trust assists the City to administer the Santa Fe Homes program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified “mortgage ready” buyers for their price-restricted homes.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: 1002750

Munis Object Name/Number: 510400

Budget Officer / Designee: Andy Hopkins Date: 09/04/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

The Procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: Homewise and The Housing Trust. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD- certified counseling agency for Home Equity Conversation Mortgage (HECM), also know as “reverse” mortgages. Funding both contracts allows the residents of Santa Fe a choice of services providers for their homebuying and homeownership needs. The funding amount are broken down more or less proportionately to the numbers serviced by each organization

**Chief Procurement Officer (CPO)/Designee:** JoAnn Lovato Montañño **Date:** 09/04/2025

**CPO Comment/Exceptions:** Retro request approved by CM - Memo attached

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Treasury/Point of Sale Components included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Vehicles included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Construction to City Facilities, Furniture, and/or Fixtures included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this an externally funded purchase?**  Yes |  No

**If yes, what is the issuing agency:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Capital Asset or Project?**  Yes |  No

**Project Ledger Number:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

**If Amendment:**

Original contract packet (with previous contract amendments)

**CITY OF SANTA FE  
AMENDMENT No. 3 TO  
SERVICE AGREEMENT  
ITEM# 23-0458; 23-0458;24-0424**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 10, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Santa Fe Community Housing Trust.** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. COMPENSATION

Article 2 of the Agreement is hereby amended to increase the compensation by \$110,000, so that it reads as follows:

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed four hundred forty thousand dollars (\$440,000), including gross receipts tax. The New Mexico gross receipts tax ("NMGRT") will be paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Agreement, including NMGRT and expenses, shall not exceed (\$440,000). 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.**

1. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.

This Agreement shall terminate on June 30, 2026 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.

AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: \_\_\_\_\_

CONTRACTOR:

SANTA FE COMMUNITY HOUSING TRUST

Roman Abeyta  
Roman Abeyta (Jun 18, 2025 15:41 MDT)

ROMAN ABEYTA  
EXECUTIVE DIRECTOR

CRS# 02-171649-008

**06/18/2025**

ATTEST:

\_\_\_\_\_  
CITY CLERK

CITY ATTORNEY'S OFFICE:

*Patricia Feghali*  
Patricia Feghali (Jun 18, 2025 15:46 MDT)

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  
EMILY OSTER  
FINANCE DIRECTOR

1002750.510400  
Org. Name/Org.# *AJH*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2025

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.

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.

Table with 2 main columns: PRODUCER (License # 0757776, HUB International Insurance Services) and CONTACT INFORMATION (Name, Phone, Fax, E-mail, Address). Includes a table of INSURER(S) AFFORDING COVERAGE with columns for INSURER A, B, C, D, E, F and NAIC #.

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liabili.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Santa Fe Office of Affordable Housing) and 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. Includes signature of authorized representative).



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### A. The following is added to Section C, WHO IS AN INSURED:

##### Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a through f, below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section D, LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E, LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.

#### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- Any express warranty unauthorized by you;
- Any physical or chemical change in the product made intentionally by the vendor;
- Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.



(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

#### c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- In connection with your premises;
- In the performance of your ongoing operations performed by you or on your behalf; or
- In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard";

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

#### e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a through e, above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- In the performance of your ongoing operations performed by you or on your behalf;
  - In connection with your premises owned by or rented to you; or
  - In connection with "your work" and included within the "products-completed operations hazard", but only if:
- The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
  - This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



## ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### A. The following is added to Section C, WHO IS AN INSURED:

##### Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Declarations as an Additional Insured - Vendor is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.

c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded to such additional insured(s) by this endorsement, the following changes are made to Section B, EXCLUSIONS:

##### 1. the following exclusion is added:

This insurance does not apply to:

- "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- Any express warranty unauthorized by you;
- Any physical or chemical change in the product made intentionally by the vendor;
- Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Paragraphs d, e, f, or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

##### 2. The following exclusion is added:

This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

**BUSIN**

**Business Name:** Santa Fe Community Housing Trust  
DBA: Santa Fe Community Housing Trus

**Business Location:** 6005 JAGUAR DR UNIT 101  
SANTA FE, NM 87507

**CRS Number:** 02-171649-00

**Owner:** Santa Fe Community Housing Trust

**License Number:** 237083

**License Type:** Business Lice

**Issued Date:** April 14, 2025

**Classification:** Business Reg

**Expiration Date:** April 14, 2026

**Fees Paid:** \$35.00

**Description:** Santa Fe Community Housing Trust

Santa Fe Community Housing Trust

THIS IS NOT A CONSTRUCTION P  
APPROPRIATE PERMITS MUST B  
OF SANTA FE BUILDING PERMIT  
COMMENCEMENT OF ANY CON  
INSTALLATION OF ANY EXTERIOR

THIS REGISTRATION/LICENSE IS  
OTHER BUSINESSES OR PREMISE

TO BE POSTED IN A CONSPICUOUS PLACE



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 6/30/25

Project Title: HOUSING TRUST-HM BUYER ASST AMEND#3

Project Type:  CIP  Grant  Internal Tracking

Department: AFFORDABLE HOUSING Project Manager: JOHANNA NELSON Ext: 6346

Project Date Range: 7/1/25 to 6/30/26  Create Fixed Asset

Project ID: AFH2410001

Grant ID: N/A

Approved By: Erika Lujan ERIKALUJAN.DUIZ, 2025.16.9.MDH 7.2.2025

(Finance Use Only)

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

Funding Source: GENERAL FUND % of Funding: 100

MUNIS ORG: 1002750 MUNIS OBJ: \_\_\_\_\_ Awarded Amount: 440000.00

Funding Source: (MUNIS 3203481 A3) % of Funding: \_\_\_\_\_

MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

**Expense String Phase: ORIGINAL 7/23-220K:A3 EXTENDS TERM, INCREASE COMP TO 440K**

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: CONTRACT:GRANTS/SERVICES MUNIS ORG: 1002750 MUNIS OBJ: 510400

**Grants Only (list all grants if applicable):**

Grantor Name: N/A Awarded Amount: N/A

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

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

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

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

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



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** April 24, 2023

**TO:** John W Blair, City Manager

**VIA:** Emily Oster, Finance Director  
Travis Dutton-Leyda, Chief Procurement Officer  
Rich Brown, Director, Community Development Department *Richard Brown*

**FROM:** Alexandra Ladd, Director, Office of Affordable Housing *Alexandra Ladd*

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### ITEM AND ISSUE:

Request for the Approval of Amendment #2 of a Professional Services Agreements (PSA) between the City of Santa Fe and the Housing Trust to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment increases compensation by \$110,000 for a total funding amount of \$330,000.

### BACKGROUND AND SUMMARY:

The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. In addition, the Housing Trust assists the City to administer the Santa Fe Homes Program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

### PROCUREMENT METHOD:

The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: The Housing Trust and Homewise. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages. Funding both contracts allows the residents of Santa Fe a choice of service providers for their homebuying and homeownership needs. The funding amounts are broken down more or less proportionately to the numbers served by each organization.

### CONTRACT NUMBER:

#3204041

### FUNDING SOURCE:

**Fund Name/Number:** General Fund/Fund 100

**Munis Org Name/Number:** General Fund/1002750

**Munis Object Name/Number:** Grants and Services 510500

**ACTION REQUESTED:**

The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract which represents Year 3 awarded through RFP #22/40/P. The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; assistance with SFHP inclusionary zoning requirements; and general homeownership support.

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
SERVICE AGREEMENT  
ITEM# 22-0376**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 10, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Santa Fe Community Housing Trust.** (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 provide homebuyer assistance for low- and moderate-income households.

B. Pursuant to Article 13 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. COMPENSATION

Article 2 of the Agreement is hereby amended to increase the compensation by \$110,000, so that it reads as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed three hundred thirty thousand dollars (\$330,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$330,000). 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.**

1. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

**THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.**


This Agreement shall terminate on June 30, 2025 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.

AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement 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 (Jun 27, 2024 15:03 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:  
SANTA FE COMMUNITY HOUSING  
TRUST

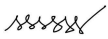
  
Roman Abeyta (Jun 12, 2024 13:35 MDT)

ROMAN ABEYTA  
EXECUTIVE DIRECTOR

CRS# 02-171649-008

Registration # 227214

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 06/26/24

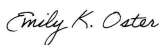
xiv

CITY ATTORNEY'S OFFICE:

  
Patricia Feghali (Jun 12, 2024 13:49 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER  
FINANCE DIRECTOR



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** SANTA FE COMMUNITY HOUSING  
DBA: SANTA FE COMMUNITY  
HOUSING

**Business Location:** 1111 AGUA FRIA ST  
SANTA FE, NM 87501

**Owner:** SF COMMUNITY HOUSING TRUST

**License Number:** 227214

**Issued Date:** March 22, 2024

**Expiration Date:** March 22, 2025

**Description:** NON-PROFIT

**CRS Number:** 02-171649-00-8

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

SANTA FE COMMUNITY HOUSING  
1111 Agua Fria Street ST  
SANTA FE, NM 87504

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**





**BLANKET ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:****Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contractor agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



damage" or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

(1) Any person or organization from whom you lease equipment, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
ITEM#22-0376**

**Contract # 3203481  
Item # 23-0458**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 10, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Community Housing Trust (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 Agreement, Contractor shall utilize funds to provide homebuyer assistance for low- and moderate income households.

B. Pursuant to Article 13 of the Agreement, 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. COMPENSATION

Article 2 of the Agreement is hereby amended increase the compensation by \$110,000, so that it reads as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed two hundred twenty thousand dollars (\$220,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$220,000). 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.**

2. TERM AND EFFECTIVE DATE.

Article 3 of the Agreement is hereby Amended to read as follows:


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.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement 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 City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

  
Alan Webber (Jul 3, 2023 17:02 MDT)  
ALAN WEBBER, MAYOR

DATE: Jul 3, 2023

ATTEST:

  
KRISTINE BUSTOS MIHELICIC *xiv*  
CITY CLERK  
**GB MTG 06/28/2023**  
CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (May 4, 2023 09:20 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
Emily K. Oster (Jul 3, 2023 16:29 MDT)  
EMILY OSTER  
FINANCE DIRECTOR

1002750.510400 <sup>Att</sup><sub>AN</sub>  
ORG/OBJ

CONTRACTOR:  
SANTA FE COMMUNITY HOUSING  
TRUST

  
Roman Abeyta (May 4, 2023 12:23 MDT)  
ROMAN ABEYTA  
EXECUTIVE DIRECTOR

DATE:



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

11. Munis Contract # 3203481

Contractor: Housing Trust (General Fund)

Description: **Provide homebuyer assistance for low-moderate income households**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: Upon Approval Term End Date: 06/30/2024

Approved by Council Date: \_\_\_\_\_

### **Contract / Lease:**

Amendment # 1 to the Original Contract / Lease # 22-0376

Increase/(Decrease) Amount \$110,000


Extend Termination Date to: 6/30/2024

Approved by Council Date: \_\_\_\_\_

### **Amendment is for:**

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments) **Original Contract: \$110,000 - (Item # 22-0376)**  
**Amendment #1 - Extend term to 6/30/2024; increase compensation by \$110,000 for a total of \$220,000**

### 3. Procurement History: \_\_\_\_\_

 May 8, 2023  
 Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_  
 Comment & Exceptions: Procured via RFP in FY22

### 4. Funding Source: 100 Org / Object: 1002750.510400

 May 5, 2023  
 Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** April 24, 2023

**TO:** Governing Body, June 28, 2023  
Quality of Life Committee, June 21, 2023  
Finance Committee, June 20, 2023

**VIA:** Emily Oster, Finance Director  
Travis Dutton-Leyda, Chief Procurement Officer  
Rich Brown, Director, Community Development Department

*Richard Brown*

**FROM:** Alexandra Ladd, Director, Office of Affordable Housing

*Alexandra Ladd*

---

### ITEM AND ISSUE:

Request for the Approval of Amendment No. 1 to the Professional Services Agreements (PSA) between the City of Santa Fe and the Housing Trust to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment extends the term of the contract for another year and adds compensation in the amount of \$110,000 for a total compensation amount of \$220,000

### BACKGROUND AND SUMMARY:

The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. In addition, the Housing Trust assists the City to administer the Santa Fe Homes Program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

### PROCUREMENT METHOD:

The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: The Housing Trust and Homewise. Funding both contracts allows the residents of Santa Fe a choice of service providers for their homebuying and homeownership needs. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages. The funding amounts are broken down more or less proportionately to the numbers served by each organization.

### CONTRACT NUMBER:

#3203481

### FUNDING SOURCE:

**Fund Name/Number:** General Fund/Fund 100  
**Munis Org Name/Number:** General Fund/1002750  
**Munis Object Name/Number:** Grants and Services 510400

**ACTION REQUESTED:**

The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract which represents Year 2 awarded through RFP #22/40/P. The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; assistance with SFHP inclusionary zoning requirements; and general homeownership support.



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Housing Trust

Procurement Title: RFP 22/40/P

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting OAH Staff Name Roberta Catanach

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Roberta Catanach Contract Administrator 4/20/2023

Department Rep Printed Name (attesting that all information included) Title Date  
 Contracts Supervisor May 8, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** SANTA FE COMMUNITY HOUSING  
DBA: SANTA FE COMMUNITY  
HOUSING

**Business Location:** 1111 AGUA FRIA ST  
SANTA FE, NM 87501

**CRS Number:** 02-171649-00-8

**Owner:** SF COMMUNITY HOUSING TRUST

**License Number:** 227214

**License Type:** Business License - Renewable

**Issued Date:** February 23, 2023

**Classification:** Business Registration - Standard

**Expiration Date:** February 23, 2024

**Fees Paid:** \$35.00

**Description:** NON-PROFIT

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**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2023

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 rights to the certificate holder in lieu of such endorsement(s).

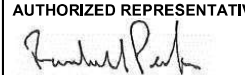
<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services (SOW)</b> 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (505) 982-4296      FAX (A/C, No): (866) 621-0427	
	<b>E-MAIL ADDRESS:</b>  	
<b>INSURED</b>  Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	<b>INSURER A : Hartford Underwriters Insurance Company</b> <b>30104</b>	
	<b>INSURER B : New Mexico Mutual Casualty Company</b> <b>40627</b>	
	<b>INSURER C : Hudson Excess Insurance Company</b> <b>14484</b>	
	<b>INSURER D : Twin City Fire Insurance Company</b> <b>29459</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		34SBAAP5BFS	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34SBAAP5BFS	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0099999105	6/27/2023	6/27/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<b>Professional Liab</b>			EEB14142 01	2/8/2023	1/1/2024	<b>Each Wrongful Act</b>	1,000,000
D	<b>Directors &amp; Officers</b>			52KM0487903-23	1/1/2023	1/1/2024	<b>Limit</b>	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Santa Fe PO Box 909 Santa Fe, NM 87504	<b>CANCELLATION</b>  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 



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### A. The following is added to Section C, WHO IS AN INSURED:

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A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

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The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section D, LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E, LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.

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- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
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- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations performed by you or on your behalf;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
  - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Paragraphs (d) or (f), or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

#### c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In connection with your premises;
- (b) In the performance of your ongoing operations performed by you or on your behalf; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
  - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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 **Santa Fe Community Housing Trust**, 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 Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-99 A.

**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:

A. Provide homebuyer assistance for low- and moderate-income households. This includes but is not limited to:

- 1) Providing comprehensive counseling services to prospective homebuyers from initial application for assistance through loan financing;
- 2) Offering homebuyer education and training that focuses on assessing financial situations and setting goals; developing workable budgets, understanding credit scoring and ways to repair and/or improve credit; creating a debt-reduction plan; and learning ways to save and evaluate spending in order to meet personal financial goals; obtaining a mortgage, understanding the home purchase transaction and post-purchase insights;
- 3) Assisting clients with developing a financial action plan, improving credit, reducing debt, and understanding strategies for accumulating lifetime wealth through homeownership, including helping homeowners protect the equity in their homes and/or increase the long-term affordability of their housing situations;
- 4) Marketing these services through all available media outlets.

B. Provide income verification, certification and other marketing services to support the Santa Fe Homes Program (SFHP)/ and Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. This includes the following:

- 1) Certifying incomes for SFHP/HOP/LPDU homes and upon request by City;
- 2) Producing a “pipeline report” as requested by the City that lists “mortgage ready” homebuyers who are income qualified, sorted by household size and income ranges that match the pricing schedules established for the SFHP/HOP requirements;
- 3) Providing documentation that states the policies of the SFHP/HOP program with regard to pricing of SFHP/HOP homes and buyer eligibility;
- 4) Establishing and maintaining a fair and competitive process for allocating rights to purchase homes in SFHP/HOP developments for which the city expects immediate effective demand to outstrip the supply;
- 5) Distributing marketing materials and/or information to potential buyers about units that are currently available for sale and/or will be available in the future.

C. Provide assistance with liens required under the Santa Fe Homes Program (SFHP)/Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. **This includes the following** SFHP/HOP/LPDU price,

market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to lien)

- 1) Providing one-on-one counseling services to all SFHP/HOP/LPDU buyers with regard to the terms and conditions of the SFHP/HOP/LPDU deed of trust and program agreement;
- 2) Assisting the City of Santa Fe with provision of information and technical assistance regarding the SFHP/HOP/LPDU deed of trust and program agreement to the SFHP/HOP/LPDU developers, attorneys, title companies, lenders, and realtors that are involved in a SFHP/HOP/LPDU home transaction;
- 3) Submitting a quarterly report that tracks data for homes built by applicant for which affordability liens are held directly by applicant, including value and terms of liens, income levels of homebuyers, subordination history of liens, and the use of payoffs, including recycling of liens to another qualified homebuyer.

D. Completing SFHP/LPDU income certification form (upon receipt of appraisal) reviewed and approved by the City, which will be attached to the purchase agreement and ultimately to the closing documents (includes specific SFHP/HOP/LPDU price, market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to the lien).

E. In addition to other articles described in this scope of work, Contractor may use the additional compensation provided in this amendment for the purpose of stabilizing the

housing situations for income-qualified (earning less than 100% AMI) homeowners in order to prevent foreclosure or eviction. Funds may be used to pay for mortgage expenses and arrears, utility costs, deposits, and insurance. Additionally, funds may be used for rapid rehousing purposes for an income qualified household who is not able to avoid foreclosure.

- F. Propose additional service opportunities to support the City’s efforts to provide affordable housing, including community-wide education and outreach about available affordable housing opportunities.
  
- G. Focus an aspect of outreach and counseling services on City employees to ensure that all employees have access to homebuyer education, becoming “mortgage-ready” and achieving homeownership within Santa Fe. Include detailed reporting about efforts to reach these employees and provide recommendations for increasing the number of City employees living or maintaining residency in Santa Fe.

**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.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred ten thousand dollars (\$110,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$110,000). 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.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2023** 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.

**4. 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

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the 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. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**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, 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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: Housing Trust  
1111 Agua Fria  
Santa Fe, NM 87501

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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:

John Blair  
John Blair (Aug 10, 2022 18:18 MDT)

JOHN W. BLAIR  
CITY MANAGER

DATE: Aug 10, 2022

CONTRACTOR:  
SANTA FE COMMUNITY HOUSING TRUST

M. Nellie Martinez  
M. Nellie Martinez (Jul 20, 2022 11:39 MDT)

M. NELLIE MARTINEZ  
ACTING EXECUTIVE DIRECTOR

CRS# 02-171649-008

Registration # 227214

ATTEST:

Kristine Bustos Mihelcic  
KRISTINE BUSTOS MIHELICIC  
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Jul 19, 2022 15:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero  
Alexis Lotero (Aug 9, 2022 15:55 MDT)

ALEXIS LOTERO  
INTERIM FINANCE DIRECTOR

1002750.510400 AH  
ORG/OBJ # AH



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** July 6, 2022

**TO:** John W Blair, City Manager

**VIA:**

Alexandra Ladd, Office of Affordable Housing Director AGL  
Alexis Lotero, Interim Finance Department Director  
Lawrence Lovato, Senior Budget Analyst, Department of Finance  
Fran Dunaway, Chief Procurement Office

**FROM:** Susan Vigil, Senior Planner, Office of Affordable Housing

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### **ITEM AND ISSUE:**

Request for the Approval of Professional Services Agreements (PSA) between the City of Santa Fe and the Housing Trust \$110,000 to provide homebuyer/owner support services to residents of Santa Fe with low- and moderate incomes.

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. Funding the Housing Trust allows the residents of Santa Fe a service provider for their homebuying and homeownership needs. The organization offers services that are unique. For instance, the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages.

The funding amounts are broken down more or less proportionately to the numbers served. The Housing Trust's response was deemed comprehensive and thoroughly responsive to the RFP requirements.

### **PROCUREMENT METHOD:**

The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to The Housing Trust.

### **CONTRACT NUMBER:**

#3203481

### **FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** General Fund/Fund 100

**Munis Org Name/Number:** General Fund/1002750

**Munis Object Name/Number:** Grants and Services 510400

**ACTION REQUESTED:**

The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract as awarded under RFP #22/40/P. The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; and general homeownership support.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3203481 . . . . .

Contractor: Housing Trust - SFCHT Home Buyer Assistance

Description: **Provide home buyer assistance for low and moderate income households**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: Upon Approval Term End Date: 06/30/2023

Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**Original Contract: \$110,000 (RFP-22/40/P)**

3. **Procurement History:** \_\_\_\_\_

 \_\_\_\_\_ Aug 2, 2022  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Retro approval to 7/1/22

4. **Funding Source:** 1 0 0 \_\_\_\_\_ **Org / Object:** 1002750.510400

 \_\_\_\_\_ Aug 2, 2022  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Housing Trust (SFCHT)

Procurement Title: RFP 22/40/P

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting OAH Staff Name Roberta Catanach

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Roberta Catanach Contract Administrator 07/20/2022

Department Rep Printed Name (attesting that all information included) Title Date  
 Contracts Supervisor Aug 2, 2022

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/15/2022

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services (SOW)</b> 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(505) 982-4296</b>		FAX (A/C, No): <b>(866) 621-0427</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Hartford Underwriters Insurance Company</b>			<b>30104</b>
<b>INSURER B : New Mexico Mutual Casualty Company</b>			<b>40627</b>
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

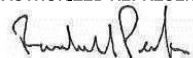
<b>INSURED</b>  Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			34SBAAP5BFS	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34SBAAP5BFS	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			0099999104	6/27/2022	6/27/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	Employment Practices			34SBAAP5BFS	1/1/2022	1/1/2023	Each Claim/Aggregate	25,000
A	Employment Practices			34SBAAP5BFS	1/1/2022	1/1/2023	Aggregate	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504	<b>CANCELLATION</b>  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 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>HUB International Insurance Services (SOW)</b>		License # 0757776	NAMED INSURED Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:  
Directors & Officers \$1,000,000**



**City of Santa Fe**

Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

**BUSINESS REGISTRATION**

**Business Name:** SANTA FE COMMUNITY HOUSING  
DBA: SANTA FE COMMUNITY  
HOUSING

**Business Location:** 1111 AGUA FRIA ST  
SANTA FE, NM 87501

**Owner:** SF COMMUNITY HOUSING TRUST

**License Number:** 227214

**Issued Date:** March 08, 2022

**Expiration Date:** March 08, 2023

**Description:** NON-PROFIT

**CRS Number:** 02-171649-00-8

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

SANTA FE COMMUNITY HOUSING  
1111 Agua Fria Street ST  
SANTA FE, NM 87504

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**









# GB HOUSING Housing Trust GF - Amendment #1

Final Audit Report

2023-05-08

Created:	2023-05-05
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0dKA617oM121fII_FLErq0P91NjvkZgT

## "GB HOUSING Housing Trust GF - Amendment #1" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)  
2023-05-05 - 8:13:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature  
2023-05-05 - 8:17:37 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)  
2023-05-05 - 10:09:58 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)  
Signature Date: 2023-05-05 - 10:10:22 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature  
2023-05-05 - 10:10:24 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2023-05-08 - 7:34:32 PM GMT- IP address: 104.47.65.254
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)  
Signature Date: 2023-05-08 - 8:10:04 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2023-05-08 - 8:10:04 PM GMT

**Signature:**   
XAVIER VIGIL (Jun 27, 2024 14:58 MDT)

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)








# (1b) Housing Trust - Amend 3 (packet to Procurement)

Final Audit Report

2025-09-04

Created:	2025-09-04
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAQUHEh4Osd-6kOhwZe-qwvmoyAtI9Djuf


## "(1b) Housing Trust - Amend 3 (packet to Procurement)" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2025-09-04 - 9:00:39 PM GMT- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov  
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign  
2025-09-04 - 9:05:10 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2025-09-04 - 9:08:09 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2025-09-04 - 9:09:22 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda  
(tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2025-09-04 - 9:09:26 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2025-09-04 - 9:15:45 PM GMT- IP address: 63.232.20.2
-  Document declined by JoAnn Lovato (jdlovato@santafenm.gov)  
Decline reason: Why did this take so long to get to this point (routing for signatures)? The vendor & Legal signed in June. The contract  
termed on 6/30/25 so technically this contract is expired. Please include a retro request memo or update the purchasing memo to request  
retro approval. In the memo, indicate the fact that the vendor and Legal did sign prior to the term date and the reason for the delay in getting  
the amendment fully executed. Thanks.  
2025-09-04 - 9:25:32 PM GMT- IP address: 63.232.20.2

# City of Santa Fe, New Mexico

# memo

Date: July 17, 2026

To: Mark Scott, City Manager   
Mark Scott (Aug 8, 2025 17:28:08 MDT)

Via: Johanna C. Nelson, Interim Director for Office of Affordable Housing   
Johanna Nelson (Aug 11, 2025 14:12:14 MDT)

From: Roberta Catanach, Project Administrator

RE: Retroactive Approval for two amendments: Homewise and Housing Trust

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## REQUEST

Approve two contract amendments to be made effective retroactively as of July 1, 2025 for Homewise and Housing Trust (Org: 1002750 and Obj: 510400). These contracts provide homebuyer support services, create affordable housing for Santa Feans, and provide support to the City for its affordable housing policies and the Santa Fe Homes Program (SFHP)

1. Homewise - \$190,000
2. Housing Trust - \$110,000

These two contracts expired on June 30, 2025 and I didn't get them processed in time before the end of the fiscal year due to short staffing.

