



The Purchasing Memo

Date: April 13, 2026

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

From: Manuel Sanchez, Interim Community Services Director *Manuel Sanchez*
Manuel Sanchez (Apr 14, 2026 08:10:05 MDT)

Via: Lia Salaverry, Youth and Family Services Director *Lia Salaverry*

Kristen Woods, Youth and Family Services Program Manager *KW*
KRISTEN WOODS (Apr 13, 2026 15:59:14 MDT)

Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

Subject: Contract Amendment Christ Lutheran Church Homeless services

Vendor Name: CHRIST LUTHERAN CHRUCH

Munis Vendor Number: 10283

ITEM AND ISSUE:

Requests your Approval of Amendment 1 to 25-0364 with Christ Lutheran Church for Homelessness Response to Increase the Amount by \$136,000 for a Total Compensation of \$272,000 and Increase the Term to end August 8th 2027.

CONTRACT NUMBER:

The Munis contract number is 3260015

BACKGROUND AND SUMMARY:

The City of Santa Fe released RFP #2513 5 in March of 2025 to solicit applications from organizations, agencies, or service providers to Provide services in support of individuals experiencing homelessness and/or housing insecurity. The City of Santa Fe's Youth and Family Services Division has been looking at solutions for homelessness in our community. Since the pandemic, there has been a concerted effort to address encampments, provide non-congregate shelter solutions and care for the increasing homeless population. The city was open and willing to look at ways of reimagining the City's approach to preventing and responding to homelessness. Christ Lutheran Church will provide the following services-for the City:

- A. Sustaining the Micro Community
 - a. Shelter Maintenance and Repair
 - b. Hygiene Unit Maintenance

- c. Church Campus Maintenance
- d. Utilities and Infrastructure

B. Expanding Food Pantry Services

- a. Capacity Expansion
- b. Community Partnerships

C. Enhancing Resident Support and Programming

- a. Job Training Initiative
- b. Community Garden Project
- c. Resident Community Room

d. Unhoused Art Program They were chosen by the Evaluation Committee in April of 2025.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Community Development Fund/Fund 240

Munis Org Name/Number: Community Services/ 2400122

Munis Object Name/Number: Grants and Services/ 510400

Budget Officer / Designee: Andy Hopkins **Date:** 04/17/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This was procured through MUNIS RFP #25135.

Chief Procurement Officer (CPO)/Designee:  **Date:** 04/20/2026

CPO Comment/Exceptions: _____

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:

Original contract packet (with previous contract amendments)



**CITY OF SANTA FE
AMENDMENT No. 1 TO**

Contract # 3260013

Original City Clerk Item Number: 25-0364

Aid in providing resources to recently homeless individuals

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 8/08/2025 (the "Contract"), between the City of Santa Fe (the "City") and Christ Lutheran Church. (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 resources aiding recently homeless individuals.
- B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of One Hundred and Thirty-six Thousand (\$136,000.00) so that Article 3, paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services performed at the rate of two hundred and seventy two thousand dollars (\$272,000.00), such compensation not to exceed \$272,000. **The total amount payable to the Contractor under this Agreement shall not exceed \$272,000.**

2. TERM

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

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. The Contract shall terminate on August 8th, 2027.

3. CONTRACT IN FULL FORCE.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:

Raquel Baca-Tompson
Raquel Baca-Tompson (Apr 8, 2026 14:59:20 MDT)

MICHAEL GARCIA, MAYOR

RAQUEL BACA-TOMPSON, EXECUTIVE DIRECTOR

DATE: Apr 8, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Apr 8, 2026 15:00:29 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips
ANDREA PHILLIPS (Apr 20, 2026 10:39:13 MDT)

ANDREA PHILLIPS, FINANCE DIRECTOR









CLC draft amend 1

Final Audit Report

2026-04-08

| | |
|-----------------|--|
| Created: | 2026-04-07 |
| By: | MATTHEW HARDING (mrharding@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAqh7ghVJCy_ESdc_jgGSNf0NC8azgdthz |

"CLC draft amend 1" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-07 - 10:56:36 PM GMT- IP address: 63.232.20.2
-  Document emailed to Raquel Baca-Tompson (sosatclc@gmail.com) for signature
2026-04-07 - 10:57:40 PM GMT
-  Email viewed by Raquel Baca-Tompson (sosatclc@gmail.com)
2026-04-07 - 10:57:51 PM GMT- IP address: 64.233.172.99
-  Document e-signed by Raquel Baca-Tompson (sosatclc@gmail.com)
Signature Date: 2026-04-08 - 8:59:20 PM GMT - Time Source: server- IP address: 136,175,168,132
-  Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-04-08 - 8:59:22 PM GMT
-  Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-04-08 - 9:00:10 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2026-04-08 - 9:00:29 PM GMT - Time Source: server- IP address: 63,232,20,2
-  Agreement completed.
2026-04-08 - 9:00:29 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2026

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).

| | | | |
|--|--|--|--|
| PRODUCER Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452 | | CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C No. Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Church Mutual Insurance Company, S.I. | |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |
| INSURED CHRIST EVANGELICAL LUTHERAN CHURCH OF SANTA FE NEW MEXICO 1701 ARROYO CHAMISO SANTA FE NM 87505-4775 | | | |

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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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: | Y | N | 0323390 25-945412 | 12/01/2025 | 12/01/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Certificate holder is an additional insured as required by written contract or agreement per the General Liability Enhancement endorsement attached to the policy.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Santa Fe 200 Lincoln Ave Santa Fe NM 87501 | 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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The Purchasing Memo

Date: August 12, 2025

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

From: Kristen Woods, Youth and Family Services Program Manger *KRISTEN WOODS*

Via: Henri Hammond-Paul, Community Health and Safety Department Director *H. Hammond-Paul*

Subject: St. Elizabeth's Shelter Corporation Homeless Services

Vendor Name: St. Elizabeth's Shelter Corporation

Munis Vendor Number: 1552

ITEM AND ISSUE:

Community Health and Safety respectfully requests your review and approval of a Professional Services Contract in the total amount of \$250,000 for Homelessness Response for a term of one year with St. Elizabeth's Shelter Corporation.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260013

BACKGROUND AND SUMMARY:

The City of Santa Fe released RFP #25135 in March of 2025 to solicit applications from organizations, agencies, or service providers to Provide services in support of individuals experiencing homelessness and/or housing insecurity. The City of Santa Fe's Youth and Family Services Division has been looking at solutions for homelessness in our community. Since the pandemic, there has been a concerted effort to address encampments, provide non-congregate shelter solutions and care for the increasing homeless population. The city was open and willing to look at ways of reimagining the City's approach to preventing and responding to homelessness. St. Elizabeth Shelter will provide the following services-for the City:

- Continue operating a 122-unit mixed-use rental property at 3007 S. St. Francis Dr., housing recently homeless and lower-income individuals in separate apartments.
- The program's goal is to provide the resources needed for these recently homeless individuals to maintain their housing while making connections to available community services to enable continued living as independently as possible, whether at this property or moving to another residence.
- Participate in coordination with the City and community partners around data and cases to ensure system effectivity.

They were chosen by the Evaluation Committee in April of 2025.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

The funding source is split:

\$130,000:

Fund Name/Number: Community Development Fund/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/ 510400

\$120,000:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Community Services/1001001

Munis Object Name/Number: Service Contracts/ 510310


Budget Officer / Designee: Andy Hopkins **Date:** 08/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This was procured through MUNIS RFP #25135.

Chief Procurement Officer (CPO)/Designee:  **Date:** 08/14/2025

CPO Comment/Exceptions: _____

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:

Horizons declination

CPO Service Determination Email

Department approval email from ITT, Fleet, or Facilities [pick one or more or delete]

Procurement document: RFP

Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

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

Professional Services Contract

Federally required forms (list all. Examples: SAM.gov check, etc.)

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **St. Elizabeth Shelter Corporation**, 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, section 13-1-102; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

- St. Elizabeth Shelter will continue operating a 122-unit mixed-use rental property at 3007 S. St. Francis Dr. housing recently homeless and lower-income individuals in separate apartments. As such:
 - a. 60 formerly homeless residents will be housed at any given time;
 - b. They will be provided with a wide range of supportive services designed to help stabilize them in a safe, secure environment and maintain their newfound housing;
 - c. An on-site program/case manager, case manager, supportive housing navigator and licensed therapist will help residents with their immediate and longer-term needs, including addressing and ameliorating their behavioral and physical health, as well as alcohol/substance abuse and other issues;
 - d. Referrals will be made on an individual basis to partnering social-service agencies specializing in the issues presented by each resident to appropriately address and alleviate them;
 - e. Staff will work with residents to counsel and teach needed life skills, such as job, financial, coping, hygiene, housekeeping, self-advocacy, etc.
- The program's goal is to provide the resources needed for these recently homeless individuals to maintain their housing while making connections to available community services to enable continued living as independently as possible, whether at this property or moving to another residence.
- Participate in coordination with the City and community partners around data and cases to ensure

system effectivity.:

- a. Coordinated Entry (CE) to prioritize individuals for community services,;
- b. Appointing a main point of contact for CE and by name list data entry;
- c. Obtain ongoing training for the Lead in both the NM Homeless Management Information System (HMIS), CE and by name list; and
- d. Participation in City-lead coordination efforts as appropriate.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to homeless services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of two-hundred and fifty thousand dollars (\$250,000) , such compensation not to exceed \$250,000,. **The total amount payable to the Contractor under this Agreement, shall not exceed \$250,000**

B. Payment. The total compensation for the first year of this contract shall be \$250,000. Compensation for subsequent years shall be contingent upon both approved and available budget appropriations and shall be based on actual utilization.

PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE CITY. 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 services, in excess of the total compensation amount being provided.

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. The total compensation for the first year of this contract shall be \$250,000. Compensation for subsequent years shall be contingent upon both approved and available budget appropriations and shall be based on actual utilization. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

- A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
- B. Notice; City Opportunity to Cure.
- 1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Merger

This Contract 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 contract.

terms and conditions of the **RFP Number 25135, Homeless Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 a 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 Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

23. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

28. Notices

Any notice required to be given to either party by this Contract 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: Kristen Woods, krwoods@santafenm.gov

To the Contractor: Martin Ruybalid, director@steshelter.org, 505-982,6611 x 107

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

30. Non-Collusion

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

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

CONTRACTOR:


Alan Webber (Sep 29, 2025 15:18:03 MDT)
MAYOR ALAN WEBBER


Martin Ruybalid (Jun 19, 2025 09:19 MDT)
MARTIN RUYBALID, Director

DATE: 06/19/2025

NMBTIN#: 85-0347650

City of SF Business License #:02-059151-00-9

ATTEST:


ANDREA SALAZAR (Sep 29, 2025 15:47:55 MDT)
CITY CLERK

ASU

GB MTG 09-24-25

CITY ATTORNEY'S OFFICE:


Patricia Feghali (Jun 20, 2025 09:08 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


FINANCE DIRECTOR

From: [Matt Loehman](#)
To: [WOODS, KRISTEN R.](#)
Subject: Re: City of Santa Fe - First Right of Refusal
Date: Friday, October 25, 2024 4:26:31 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Fri, Oct 25, 2024 at 4:22 PM WOODS, KRISTEN R. <krwoods@santafenm.gov> wrote:

Good Afternoon,

I am writing to see if you are interested in this Scope of Work for the City of Santa Fe:

The City's Youth and Family Services Department is seeking qualified Consultants to provide services in support of individuals experiencing homelessness and/or housing insecurity. One or more consultants will be awarded a contract. Applicants are invited to propose projects or services in need of funding that relate to one or more of the following:

- Data Collection and Analysis
- Outreach Services
- Employment Development and Programming
- Program Evaluation
- Eviction Prevention Program Development/ Facilitation
- Grant Writing
- Homeless Services/ Operations
- Substance abuse programs and services
- Medical and/or mental health services
- Other miscellaneous services to homeless individuals or related to the prevention of homelessness.

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division

Community Health and Safety Department

Office: (505) 955-6913 | Cell: (505) 479-2183 | Email: krwoods@santafenm.gov



CITY OF SANTA FE

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[Book time to meet with me](#)

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [WOODS, KRISTEN R.](#)
Subject: RE: Determination Request
Date: Friday, October 4, 2024 1:10:21 PM

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
 - Emergency Related Purchases - bgwilliams@santafenm.gov
- -Asset over \$5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper

documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsa.library.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>

- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Internal Link: https://intranet.santafenm.gov/finance_1



More Procurement, less drama ~ John Blair

From: WOODS, KRISTEN R. <krwoods@santafenm.gov>

Sent: Friday, October 4, 2024 10:18 AM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Subject: Determination Request

Good Morning Travis!

I am hoping you can help me get a Determination on this Scope of Work. Please let me know if you have any questions.

The City of Santa Fe has an ambitious plan to continue its critical work of addressing the homelessness crisis as a top priority. This includes leveraging and scaling the success of the Micro-Community Initiative. Consultant will offer services to create and steward the Micro-community (SOS) Advisory Council.

The work includes:

- A. Recruiting membership
- B. Managing tasks associated with meetings
- C. Communication management
- D. Facilitating meetings at least monthly
- E. Preparing presentations and other materials
- F. Coordination with stakeholders as needed
- G. Attending meetings as requested

The final deliverable will be a comprehensive resource / toolkit that is scalable and usable and contains practical information on procedures, workflow, best practices, and other information for easy replicability.

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division

Community Health and Safety Department

Office: (505) 955-6913 | Cell: (505) 479-2183 | Email: krwoods@santafenm.gov

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CITY OF SANTA FE

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Signature: 

Email: xivigil@santafenm.gov