

The Purchasing Memo

Date: June 5, 2026

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

From: Kristen Woods, Youth and Family Services Program Manager 

Via: Sandra Emory, Community Services Department Director 

Lia Salaverry, Youth and Family Services Division Director 

Marcella Apodaca, Community Services Business Operation Manager 

Subject: Emergency Shelter Operations

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Request For Approval of Professional Services Contract with Urban Alchemy in the Total Amount of \$ 1,343,993 for Operation of Emergency Shelter for a term of six-months for Homelessness Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is TBD

BACKGROUND AND SUMMARY:

RFP FY26-HSRFP-087 for Emergency Shelter operations was opened to the public to receive bids to operate the low-barrier, 24-hour shelter to serve adults experiencing homelessness. This contract is for day-to-day operations, maintaining a safe and respectful environment, and coordinating service delivery and housing navigation for shelter clients at the Shelter at 2801 Cerillos Rd. The Operator will:

- Provide 24/7 shelter
- Implement professional security measures, both inside and around the facility including but not limited to lighting, fencing, cameras, staff presence, trash pick-up etc.
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 06/05/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: [Signature] **Date:** 06/05/2026

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:









Purchasing Memo RFP FY26-HSRFP-087

Final Audit Report

2026-06-05

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 Agreement completed.

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PROFESSIONAL SERVICES CONTRACT

Emergency Shelter Operator

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and Urban Alchemy 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 Contract 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-NMSA 1978, Section 13-1-111, RFP; 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 Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Operate a low-barrier, 24-hour shelter at one or more City-designated facilities, initially at 2801 Cerrillos Road, Santa Fe, NM 87507, serving up to 100 adults who are experiencing homelessness (Shelter).

Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.

Ensure consistent shelter operations, maintain site safety and dignity, and connect clients with services and housing pathways.

Facility, Operations, and Case Management Requirements

- Fully staff the shelter 24 hours a day, 7 days a week, and provide at least two meals per day onsite to clients.
- Allow clients to remain onsite during the day, with access to meals, restrooms, and hygiene services.
- Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT and utilize these platforms for data capture in compliance with HUD and CoC standards.
- Ensure ADA accessibility and accommodate clients with pets or service animals, belongings, and/or disabilities.
- Maintain a secure storage system for clients' personal items, medications, and bicycles.
- Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on client outcomes.
- Provide low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:
 - Income
 - Criminal history background
 - Outside use of drugs/alcohol
- Practice Harm Reduction
 - Utilize best practices in Harm Reduction for clients with substance issues
 - Prohibit smoking or active substance use in all physical structures and designate restricted areas.
 - All staff must be trained in Narcan administration and other life-saving measures
- Use Crisis Intervention and De-Escalation
 - Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.
- Follow Housing First
 - Provide housing case-management to all clients staying in the shelter with the ultimate goal of placing clients in longer term, permanent housing options
 - Center each client's unique needs, preferences, and circumstances when determining the most appropriate housing or alternative shelter placement—ensuring options are tailored to support long-term stability and individual fit.
- Compliance with City Direction: Comply with all City-directed mediation, escalation, and corrective actions in response to any identified issues, complaints, or performance concerns, and will participate in good faith in all resolution processes as required by the City.

Data, Coordination, and Accountability

Participate in meetings scheduled by City representatives on a regular, and as -needed basis as determine by the City. Meet with City staff from Community Services on a monthly cadence to review program outcomes and progress. Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in three formats:

- one-time information provided to the City within the first month of the contract execution date as described below.
- weekly updates provided to the City which include unique clients served, bed utilization rates, and exit data. by no later than 12:00PM MST/MDT each Tuesday for the previous week (Monday to Sunday) for the duration of the contract period. Required information detailed below.
- monthly reporting metrics provided to the city by no later than the 15th of the following month, after the contract execution date as described below.

One-time information provided to the City must include the following:

Employment, Training, and Hiring Practices

- Job descriptions and Standard Operating Procedures for all employees on staff. This includes;
 - Credentials and qualifications required for positions
- Titles, pay rates, and other employment verification information
- Any staff training and operational materials, including relevant policies, SOPs, and documentation of training completion
- Established procedures and schedules for routine site checks and monitoring (e.g., restrooms/porta pottys, common areas, perimeter)
- Overview of staff training procedures for Narcan administration and other life-saving measures

Site Operations, Policies and Training

- SOP for receiving, documenting, and responding to client and community concerns. This includes outlining the explicit procedures, communication channels and forums for public engagement and problem solving with the immediate neighbors of the facility. Outline site monitoring and maintenance procedures (e.g., cleanliness, safety checks, and facility inspections at defined intervals)
- Client Code of Conduct materials, including all related guidelines and Standard Operating Procedures (SOPs) governing client behavior and escalation procedures
- Public facing contact information for how to reach shelter staff in emergencies
- Program details outlining transportation options and services provided to clients

Weekly Reports must include the following:

Utilization & Capacity

- Average bed utilization rate (target: >85%)
- Total number of unique clients served

Monthly Reports must include the following:

In addition to these data metrics collected on a weekly basis, the City requests that the following performance metrics be included in Monthly Reports and shall be submitted by the fifteenth of the following Month for the contract period to the City:

Service Engagement

- Number of clients connected to services, including:
 - Number of individuals enrolled in case management / service plans created for clients
 - Number of individuals receiving specific services and/or benefits
 - Number of individuals who obtained vital documents (ID, birth certificate, SS card, etc.)
 - Number of individuals connected to employment services
 - Number of individuals referred to domestic violence services
 - Number of individuals referred to Referrals to substance use services
- Metrics related to referrals and navigation to outside services (e.g., type of service provided, agency name, warm hand offs, etc.)
 - Any other relevant case management or service metrics
 - Behavioral Health & Medical:
 - Number of individuals referred to substance use services (including sobering center, rehab, MAT treatment, etc.) and behavioral or mental health services.
 - Number of Narcan distributed

Housing & Navigation Outcomes

- Number and percentage of guests exiting the Shelter to stable alternatives (positive exits), including:
 - Number and percentage exiting to permanent housing
 - Number of guests enrolled in the Homeless Management Information System (HMIS)
 - Number of guests enrolled in CONNECT (when possible)
 - Percentage of guests connected to the Coordinated Entry System (CES), including completion of VI-SPDAT assessments

Demographics

- Basic client intake data, including demographics (race, gender, age, disability/medically vulnerable, and other relevant identifiers)
- Support all constituents regardless of Race, Sex, Gender expression, disability status, etc.

General

- General site and program updates, including program events, new or expanded services, partnerships and coordination with the broader community and service provider network, volunteer engagement opportunities (if applicable), wins and other notable activities or initiatives.

- Contractor shall document and maintain records of all client and facility incidents. Contractor shall provide the City with reports limited to overdose incidents and any incidents requiring contact with emergency responders (Police, Fire, or EMS).
- Safety and cleanliness indicators (including efforts toward bed bug mitigation, regular cleaning protocols, and related facility maintenance practices.)
- Staff training activities, opportunities, and associated outcomes
- Contractor shall conduct at least one (1) client survey and one (1) neighbor feedback survey every six (6) months during the term of the contract and include the results in the corresponding monthly report.

Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility including but not limited to lighting, fencing, cameras, staff presence, etc.
- Conduct regular trash pickup and exterior maintenance to ensure the Shelter is not contributing to blight conditions or illicit activity
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness
- Establish and publicize a public-facing complaint and response protocol for neighborhood concerns.
- Contractor shall proactively coordinate with the City to identify, scope, and budget for all repairs. Non-capital repairs (under \$5,000) and ongoing maintenance necessary to ensure the Shelter’s structural integrity, safety, and functionality are the responsibility of the contractor. Contractor shall provide regular updates on facility conditions and anticipated maintenance needs, including advance notice of any issues requiring repair. For any capital improvements of over \$5,000, the City will approve. All scopes of work and associated budgets must be reviewed and approved in writing by the City’s Community Services Director and then the Facilities Team. After approval, then any work may commence. This responsibility includes, but is not limited to, servicing HVAC systems, repairing plumbing, maintaining life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and exterior systems.
- All natural gas, electricity, domestic water, and sanitary sewer service shall be paid by the Contractor.

Site Relocation Plan for Residents

- Develop a client relocation plan for the closure of the current location and potential relocation at a new location, including a phased intake process as needed. This includes targeted case management for individuals to assist in their transition to permanent housing, alternative shelter or other positive outcomes and service placements. The City will be primarily responsible for overarching plans regarding the specific service model, relocation site, and other programmatic logistics involved with the phase out of the 2801 Cerrillos location.
- Actively engage and participate in the transition from the current shelter to a new facility by leading client engagement and recognizing trauma-informed practices in collaboration with City staff’s input.

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to Emergency Shelter Operator for the City, as set forth in this Contract. 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. Payment. The City shall compensate the Contractor: For the services and goods described in the scope of work, the City agrees pay the Contractor a not to exceed total of \$1,343,993.00.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid however if City disputes any portion of an invoice, City shall pay the undisputed portion and work in good-faith with Contractor to resolve the disputed portion in a timely manner.
- D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **six (6) months from date of final signature with the option to renew up to two (2) years**, unless terminated pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

- A. Grounds. The City may terminate this Contract 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 Contract based upon the City's uncured, material breach of this Contract.
- B. Notice; City Opportunity to Cure.
 - a. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - b. 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 Contract

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.

- c. Notwithstanding the foregoing, this Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to the "Appropriations" Article, of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

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 seventy-five (75) 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. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of 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, NMSA 1978, Chapter 10, Article 16.
- 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 Contract 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 seventy-five (75) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, 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.

All terms and conditions of the **FY26-HSRFP-087 - Emergency Shelter Operator** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract 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

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.

22.1. 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.

22.2. BUSINESS AUTOMOBILE LIABILITY

Insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

22.3. BROADER COVERAGE AND LIMITS

for 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.

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. To the extent any claim arises from the negligence of Contractor and the City as determined by a court of competent jurisdiction, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. 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, NMSA 1978, Section 41-4-1, et. seq., 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:

<p>To the City:</p> <p>Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909</p>	<p>Youth and Family Services Division Kristen Woods, Program Manager PO Box 909 Santa Fe, NM 87504-0909</p> <p>Krwoods@santafenm.gov 505-955-6913</p>	<p>To the Contractor:</p> <p>Dr. Lena Miller Chief Executive Officer PO Box 425509, San Francisco, CA 94142-5509</p> <p>lenam@urban-alchemy.us</p> <p>With electronic copies to: legal@urban-alchemy.us</p>
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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 Contract, 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 that is uncured within a reasonable time period after Contractor receives written notice of such default and/or breach, 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 Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract 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 Contract 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 Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's uncured default and

failure to cure such default within a reasonable time period. 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 Contract.

[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 - APPROVAL

CONTRACTOR

SIGNATURE


Michael J. Garcia

FULL NAME

Mayor

TITLE

DATE SIGNED


Lena Miller (Jun 5, 2026 14:47:40 PDT)

SIGNATURE

Lena Miller

FULL NAME

Chief Executive Officer

TITLE

Jun 5, 2026

DATE SIGNED

NMBTIN#

ATTEST

SIGNATURE

FULL NAME

City Clerk

TITLE

DATE SIGNED

Approved to form and legal sufficiency by:


Ruby Crews (Jun 5, 2026 15:19:47 MDT)

SIGNATURE

Ruby Crews

FULL NAME

Assistant City Attorney

TITLE

Jun 5, 2026

DATE SIGNED

APPROVED FOR FINANCES



ANDREA PHILLIPS (Jun 5, 2026 16:49:18 MDT)

SIGNATURE

ANDREA PHILLIPS

FULL NAME

Finance Director

TITLE

06/05/2026

DATE SIGNED



City of Santa Fe, New Mexico

Memorandum



DATE: June 4, 2026

TO: Chief Brian Moya, Interim City Manager

VIA: Sandra Emory, Community Services Director

Lia Azul Salaverry, Youth and Family Services Director

FROM: Kristen Woods, Youth and Family Services Program Manager

SUBJECT: Request for item be added to the June 10th Governing Body to the Action Items: Consent Agenda

ITEM AND ISSUE: Request For Approval of Professional Services Contract with Urban Alchemy for Operation of Emergency Shelter in the Total Amount of \$1,343,993 for a term of six months for Homelessness Services. (Kristen Woods, Youth and Family Services Program Manager;

Krwoods@santafenm.gov)

BACKGROUND AND SUMMARY:

RFP FY26-HSRFP-087 for Emergency Shelter operations was opened to the public to receive bids to operate the low-barrier, 24-hour shelter to serve adults experiencing homelessness on April 10. This contract is for day-to-day operations, maintaining a safe and respectful environment, and coordinating service delivery and housing navigation for shelter clients at the Shelter at 2801 Cerillos Rd. The Operator will:

- Provide 24/7 shelter
- Implement professional security measures, both inside and around the facility including but not limited to lighting, fencing, cameras, staff presence, trash pick-up etc.
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

The Evaluation Committee has been working diligently to evaluate and select the best Operator. However, timing worked out such that the Contract needed to go straight to Governing Body in order to ensure continuity of care.

ACTION REQUESTED:

Requesting approval to add the contract to the Governing Body agenda to expedite the process to begin services as soon as possible to ensure operations do not cease and the communities indigent population without access to shelter services.



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

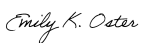
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025

BAKER, NICOLE P.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, March 30, 2026 3:39 PM
To: BAKER, NICOLE P.
Cc: WOODS, KRISTEN R.; GONZALES, JUSTIN M.; Purchasing DET
Subject: Re: Horizons Determination Requested - Shelter Staffing & Operations

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 Mon, Mar 30, 2026 at 3:37 PM BAKER, NICOLE P. <npbaker@santafenm.gov> wrote:

Good afternoon,

The City of Santa Fe Youth & Family Services Division is seeking quotes for the attached scope of work relating to shelter operation. Please let us know if this is a scope you would accept or decline.

The scope of work includes, but is not limited to, the following items:

- Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter)
- Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility
- Ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways

Please see attachment for full, detailed scope.

Kind regards,

Nikki Baker

Youth and Family Services Project Administrator

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6592 | Email: npbaker@santafenm.gov





ADDITIONAL REMARKS SCHEDULE

AGENCY H&H Insurance Services, Inc.		NAMED INSURED Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Additional Coverages

CYBER LIABILITY

Carrier: Houston Casualty Company (NAIC #42374)

Policy #: H25NGP24488001

Term: 09/01/2025 - 09/01/2026

Limits:

\$1,000,000 Aggregate
\$1,000,000 Each Claim
\$ 25,000 Deductible Each Claim
\$ 75,000 Aggregate Deductible

DIRECTORS' & OFFICERS' LIABILITY

Carrier: Landmark American Insurance Company (NAIC #33138)

Policy #: LPP718000

Term: 02/21/2026 - 02/21/2027

Limits:

\$1,000,000 Aggregate
\$1,000,000 Each Claim
\$ 100,000 Retention

PROFESSIONAL LIABILITY

Carrier: Lloyd's of London

Policy #: ATR2502208

Term: 09/01/2025 - 09/01/2026

Limits:

\$3,000,000 Aggregate
\$1,000,000 Each Claim
\$ 50,000 Deductible

SEXUAL MISCONDUCT LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)

Policy #: 011170832

Term: 09/01/2025 - 09/01/2026

Limits:

\$4,000,000 Aggregate
\$2,000,000 Each Victim
\$ 50,000 Deductible Per Claimant

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE
OR GOVERNMENTAL AGENCY OR SUBDIVISION
OR POLITICAL SUBDIVISION – PERMITS
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

As required by written contract signed by both parties prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.







Emergency_Shelter_Urban_Alchemy_Contract_Packet

Final Audit Report

2026-06-05

Created:	2026-06-05
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZReOk5DzL1vYOVv63BMssjL9IRUcfrWm
Documents:	Emergency_Shelter_Contract_Packet.pdf (32 pages)
Number of Documents:	1
Document page count:	32
Number of supporting files:	0
Supporting files page count:	0

"Emergency_Shelter_Urban_Alchemy_Contract_Packet" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2026-06-05 - 10:42:51 PM GMT - IP address: 63.232.20.2
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-05 - 10:45:16 PM GMT
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-05 - 10:45:17 PM GMT
-  Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-06-05 - 10:45:17 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-06-05 - 10:48:44 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-06-05 - 10:49:18 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-05 - 11:23:05 PM GMT - IP address: 104.47.64.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-06-05 - 11:23:32 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

✔ Agreement completed.

2026-06-05 - 11:23:32 PM GMT



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