City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JUNE 15, 2020
ATTEND VIRTUALLY

HTTPS://WWW.YOUTUBE.COM/USER/CITYOFSANTAFE

Virtual Viewing
https: www.youtube.com/user/cityofsantafe

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

   a. Regular Finance Committee Minutes - June 1, 2020

6. **EXECUTIVE SESSION (if necessary)**

   a. In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1 (H) (6), Discussion in Which the Contents of Competitive Sealed Proposals Solicited Pursuant to the Procurement Code and Discussed During the Contract Negotiation Process.

7. **CONSENT AGENDA**

   a. Request for the Approval of Using CARES Act funding ($361,227) provided by HUD to partially fund operations at the Midtown Shelter requiring three (3) approvals (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov; 505-303-9868):

      1. Amendment to the 2019 Annual Action Plan to increase CDBG resources by $361,227 via CARES Act funding provided by HUD

      2. Budget Adjustment Request (BAR) to increase revenues in 2402750.490520 (CDBG) by $361,227 and move funds to expenditures (2402750.510400).

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3. Approval of a Professional Services Agreement + Project Budget in the total amount of $361,227 of CARES Act funds for providing oversight and management of the Midtown Shelter; New Mexico Coalition to End Homelessness.

b. Request for Approval of Amendment #1 with Denora-MIOX, Inc. to Provide On-Site Disinfectant Solution Generation Units though December 2020 in the Amount of $428,239.21 Inclusive of NMGRT. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373)

COMMITTEE REVIEW
Governing Body (Scheduled) 06/24/2020

c. Request for Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital Funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Acting Public Works Director, jjromero1@santafenm.gov 955-6638)

COMMITTEE REVIEW
Finance Committee (Scheduled): 06/15/2020
Governing Body (Scheduled): 06/24/2020

d. Descartes Labs LEDA Amendment and Loan (Mayor Webber and Councilors Cassutt-Sanchez, Abeyta, Lindell, and Vigil Coppler) (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912)

1. CONSIDERATION OF BILL 2020-11. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber and Councilors Cassutt-Sanchez, Abeyta, Lindell, and Vigil Coppler)
An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting an Amended Local Economic Development Project Participation Agreement Between the City of Santa Fe and Descartes Labs, Inc. for Design, Development and Construction of Tenant Improvements; and Lease Payments for Expansion of a New World Headquarters Facility, a Local Economic Development Project. (Mayor Webber and Councilor Cassutt-Sanchez) (Fabian Trujillo, Office for Business Growth

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Manager, ftrujillo@santafenm.gov, 955-6912) **(POSTPONED TO JULY 29, 2020)**

2. BILL NO. 2020-12. An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation
Agreement Between the City of Santa Fe and Descartes Labs, Inc. for an Economic Development Loan Project for Lease Payments to Provide Assistance for the Negative Financial Impacts of Covid-19. (Mayor Webber and Councilor Cassutt-Sanchez) (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912)

3. Request for Approval of Budget Amendment Resolution

e. Consideration of Bill No. 2020-__: An Ordinance Amending Section 5-13.3 to Correct a Reference Citation. (Councilor Lindell) (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 505-955-6518)

Committee Review:
Quality of Life Committee (approved): 6/3/20
City Council (request to publish) (approved): 6/10/20
City Council (public hearing) (scheduled): 7/8/20

f. Request approval of contracts awarded through RFP 20/16 to use Dept of HUD Community Development Block Grant (CDBG) funds to support community development activities, as follows (Total $799,810):
SFPS - ADELANTE $ 27,000.00
COMING HOME CONNECTION $ 20,000.00
SF HABITAT FOR HUMANITY $ 90,000.00
HOMEWISE $ 200,000.00
HOUSING TRUST $ 150,000.00
INTERFAITH SHELTER $ 30,000.00
SF CIVIC HOUSING AUTHORITY $ 100,000.00
YOUTH SHELTERS $ 15,000.00
YOUTH SHELTERS $25,000.00
(Alexandra Ladd, Affordable Housing Director, agladd@santafe.nm.gov, 955-6346)

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g. REQUEST FOR APPROVAL OF A SERVICE CONTRACT IN THE TOTAL AMOUNT OF $544,500 Including Applicable NMGRT for Comprehensive Design/Build Services for the Design and Construction of a Restroom Facility to be Located in the Water Street Parking Lot; FacilityBuild, Inc. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 995-6853)

h. Consideration of Resolution No. 2020-__: A Resolution Authorizing the Standard Process for Sale of Potable Water to Treated Effluent Customers in the Event Treated Effluent is Not Available; Directing the City to Pursue Alternative Methods and Actions to Increase Robustness and Dependability of Non-Potable Water Sources. (Councilors Rivera and Abeyta) (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

COMMITTEE REVIEW
Governing Body (Scheduled): 06/10/2020

9. **PRESENTATIONS**

a. Budget Update (Mary McCoy, Finance Director, mtmccoy@santafenm.gov 505.955.6171, Shannon Jones,
Public Utilities Division Director, swjones@santafe.nm.gov, 505.955.4267)

10. **MATTERS FROM STAFF**

11. **MATTERS FROM THE COMMITTEE**

12. **MATTERS FROM THE CHAIR**

13. **NEXT MEETING: June 29 2020**
14. **ADJOURN**

City of Santa Fe, NM
Regular Committee
Monday, June 01, 2020
5:00 PM – Finance Committee
Virtual Viewing
https: www.youtube.com/user/cityofsantafe

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. APPROVAL OF CONSENT AGENDA

5. APPROVAL OF MINUTES

Regular Finance Committee Minutes -May 18, 2020

05-18-20 Finance Committee.pdf

6. EXECUTIVE SESSION (IF NECESSARY) - - in Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1 (H) (6), Discussion in Which the Contents of Competitive Sealed Proposals Solicited Pursuant to the Procurement Code and Discussed During the Contract Negotiation Process.

7. CONSENT AGENDA

a. Request for the Approval of Federal Fiscal Year 2020 FHWA Section 112 and Section 5303 federal transportation grant funds in the Total Amount of $422,249.94 including cash match for Santa Fe MPO program operations; transportation NMDOT/Federal Highway Administration (FHWA) and Federal Transit Authority (FTA). (Erick J. Aune, Santa Fe MPO Officer, ejaune@santafenm.gov, 505.955.6664)

1) Request for Approval of Budget Amendment Resolution

BAR-MPO.pdf

Item a.pdf

b. Consideration of Bill No. 2020-10: An Ordinance Creating a New Section 20-7 SFCC 1987 Regarding the Use of Face Coverings by Employees and Customers When Inside Places of Business and by All Members of the Public When in Public Places Where Social Distancing is not Possible; Establishing an Effective Date of the Date of Bill Adoption. (Councilors Romero-Wirth, Lindell, Cassutt-Sanchez, Abeyta, and Rivera) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Committee Review:

Quality of Life Committee (approved)	5/20/20
City Council (request to publish) (scheduled)	5/27/20
City Council (public hearing) (scheduled)	6/10/20

Item b.pdf

8. PRESENTATION

a. Budget Update (Mary McCoy, Finance Director, mtmccoy@santafenm.gov 955.6171)

9. MATTERS FROM STAFF

10. MATTERS FROM THE COMMITTEE

11. ADJOURN

RECEIVED AT THE CITY CLERK'S OFFICE
DATE: May 28, 2020
TIME: 4:59 PM

SUMMARY OF ACTION
FINANCE COMMITTEE MEETING
VIA VIRTUAL ATTENDANCE
MONDAY, JUNE 1, 2020, 5:00 PM

ITEM	ACTION	PAGE
CALL TO ORDER		1
ROLL CALL	QUORUM	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF CONSENT AGENDA	APPROVED	2
APPROVAL OF MINUTES	APPROVED	2
EXECUTIVE SESSION (IF NECESSARY)	NONE	2
CONSENT AGENDA		
REQUEST FOR THE APPROVAL OF FEDERAL FISCAL YEAR 2020 FHWA SECTION 112 AND SECTION 5303 FEDERAL TRANSPORTATION GRANT FUNDS IN THE TOTAL AMOUNT OF $422,249.94 INCLUDING CASH MATCH FOR SANTA FE MPO PROGRAM OPERATIONS; TRANSPORTATION NMDOT/FEDERAL HIGHWAY ADMINISTRATION (FHWA) AND FEDERAL TRANSIT AUTHORITY (FTA).	APPROVED ON CONSENT	2
CONSIDERATION OF BILL NO. 2020-10: AN ORDINANCE CREATING A NEW SECTION 20-7 SFCC 1987 REGARDING THE USE OF FACE COVERINGS BY EMPLOYEES AND CUSTOMERS WHEN INSIDE PLACES OF BUSINESS AND BY ALL MEMBERS OF THE PUBLIC WHEN IN PUBLIC PLACES WHERE SOCIAL DISTANCING IS NOT POSSIBLE;	APPROVED	2-3

ESTABLISHING AN EFFECTIVE DATE OF THE DATE OF BILL ADOPTION.

PRESENTATION

BUDGET UPDATE	**INFORMATION/DISCUSSION**	**3-15**
MATTERS FROM STAFF	**NONE**	**15**
MATTERS FROM THE COMMITTEE	**NONE**	**15**
ADJOURN	**NONE**	**15**

FINANCE COMMITTEE MEETING
VIA VIRTUAL ATTENDANCE
MONDAY, JUNE 1, 2020, 5:00 PM

1. CALL TO ORDER

The meeting of the Finance Committee was called to order by Councilor Roman Abeyta, Chair, at 5:00 pm on Monday, June 1, 2020, via virtual attendance.

2. ROLL CALL

MEMBERS PRESENT
Councilor Roman Abeyta, Chair
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Renee Villarreal
Councilor Jamie Cassutt-Sanchez.

OTHERS PRESENT
Mayor Alan Webber
Jarel LePan Hill, City Manager
Mary McCoy, Director, Finance Department
Carolynn Roibal, Finance Department
Brad Fluetsch, Finance Department
Erick Aune, MPO Officer
Jennifer Faubion, Councilor Liaison
Kristine Mihelsic, Constituent Services Manager
Fran Dunaway, Procurement Officer
Erin McSherry, City Attorney
Bernadette Salazar, Director, HR Department
Alexis Lotero, Budget Officer
Jessie Guillen, Legislative Services
Elizabeth Martin, Stenographer

3. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Villarreal, seconded by Councilor Lindell, to approve the agenda as presented.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Abeyta, yes; Councilor Lindell, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Councilor Cassutt-Sanchez, yes.

4. APPROVAL OF CONSENT AGENDA

Councilor Romero-Wirth pulled item 7 B for discussion.

MOTION A motion was made by Councilor Lindell, seconded by Councilor Villarreal, to approve the consent agenda as amended.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Abeyta, yes; Councilor Lindell, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Councilor Cassutt-Sanchez, yes.

5. APPROVAL OF MINUTES

MOTION A motion was made by Councilor Villarreal, seconded by Councilor Lindell, to approve the minutes as presented.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Abeyta, yes; Councilor Lindell, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Councilor Cassutt-Sanchez, yes.

6. EXECUTIVE SESSION (IF NECESSARY)

None.

7. CONSENT AGENDA

A. REQUEST FOR THE APPROVAL OF FEDERAL FISCAL YEAR 2020 FHWA SECTION 112 AND SECTION 5303 FEDERAL TRANSPORTATION GRANT FUNDS IN THE TOTAL AMOUNT OF $422,249.94 INCLUDING CASH MATCH FOR SANTA FE MPO PROGRAM OPERATIONS; TRANSPORTATION NMDOT/FEDERAL HIGHWAY ADMINISTRATION (FHWA) AND FEDERAL TRANSIT AUTHORITY (FTA).

Approved on consent.

B. CONSIDERATION OF BILL NO. 2020-10: AN ORDINANCE CREATING A NEW SECTION 20-7 SFCC 1987 REGARDING THE USE OF FACE COVERINGS BY EMPLOYEES AND CUSTOMERS WHEN INSIDE

PLACES OF BUSINESS AND BY ALL MEMBERS OF THE PUBLIC WHEN IN PUBLIC PLACES WHERE SOCIAL DISTANCING IS NOT POSSIBLE; ESTABLISHING AN EFFECTIVE DATE OF THE DATE OF BILL ADOPTION.

Councilor Romero-Wirth explained that she pulled this item to add an amendment. The amendment is herewith attached to these minutes as Exhibit "1".

Councilor Romero-Wirth said the amendment makes the first violation punishable by a warning. Subsequent violations will be punishable by a $50 fine for each one. It also adjusts the age from 10 years to 15 years old for the requirement to wear face masks.

Councilor Lindell said she is curious if we have leeway here to not make this a petty misdemeanor so that it does not end up on a persons record.

Councilor Romero-Wirth said it is not a civil penalty. It is under the criminal statute.

Ms. McSherry said a misdemeanor under the criminal statute is consistent with the Mayor's order. She could do some research on the structure under the criminal code of State law, but it would still be some kind of criminal penalty.

Councilor Romero-Wirth said this is not unprecedented. Seatbelt laws are violations under the criminal statute.

Councilor Lindell said it is something she would like to have a bit more discussion around. She does not feel like it should be a criminal penalty to not wear a face mask. She supports this in principal. She would like to find a way around having a criminal record. She is willing to see this move forward, but would like more discussion.

Councilor Villarreal said the amendments make sense. Can you elaborate more on the word changes.

Mr. Guillen explained the specific language changes.

Councilor Villarreal stated that she agreed with Councilor Lindell. She agrees that having a record for that does not make sense. Maybe we could get more information to understand this better before Council.

Councilor Cassutt-Sanchez asked why age 15 was decided on.

Councilor Romero-Wirth said she thought about removing the age altogether. 15 is probably the age when children are feeling their independence and feel they can

make the decision on their own. She wanted to show the importance of this direction to wear masks. Under age 15 the parents can make sure the masks are worn. At age 15 kids are out on their own with friends and will make the decision. The Governor's directive says age 2.

Councilor Cassutt-Sanchez said she did not disagree with that.

Chair Abeyta asked that staff work on additional information before Council.

Councilor Romero-Wirth said we will work on the penalty structure and why it was done this way.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Cassutt-Sanchez, to approve the request with the amendment.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Abeyta, yes; Councilor Lindell, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Councilor Cassutt-Sanchez, yes.

8. PRESENTATION

A. BUDGET UPDATE

Ms. McCoy said we will be giving you an update on the budget and updated data. Kristine will give you a short overview of the survey process and results. Mr. Fluetsch, Ms. Lotero, the City Manager and the City Attorney are on this call to answer any questions you may have or to delve into details. Mr. Fluetsch will give the expenditures update.

Ms. McCoy said we are adjusting to a new normal. It is devastating that our new reality forces us to make changes to our government structure. During this time we are all having to be flexible and nimble as we face these structural changes to make our government better, more creative and innovative and more flexible. An example is E-Government such as online payments.

Ms. Mihelsic and Ms. Faubion gave a Power Point overview of the City Survey Results report. The report is herewith attached to these minutes as Exhibit "2".

Chair Abeyta thanked Ms. Mihelsic and Ms. Faubion for the presentation.

Chair Abeyta said this shows that over half of the respondents were age 55 or older. 72% were white or Caucasian. We have to engage younger people populations other than caucasian. Two districts have lower responses than the others. The next

challenge is to reach those folks.

Ms. Mihelsic said we can pull out responses by ethnicity in Dashboard.

Chair Abeyta said that is good to know. This is a good start. Awesome.

Councilor Lindell said she wanted to confirm that this will come to us on our dashboard.

Ms. Faubion said yes and it is fully public.

Councilor Lindell asked if the survey could be put on the website with a breakdown by ethnicity. Did we promote this on social media.

Ms. Mihelsic said that will be done tomorrow.

Councilor Villarreal said she found it interesting that based on this data the golf course is not seen as important for our City. Tourism also did not receive a high priority. It will be good to have some other rounds of surveys to give us additional information from our community. This is a part of it. Thank you and she looks forward to seeing additional data.

Councilor Cassutt-Sanchez said she found it interesting how affordable housing had a high priority. What is the timeline.

Ms. Mihelsic said the intent is to look this over at City Committees. We are looking for input over the next few days to inform our next round of surveys.

Councilor Cassutt-Sanchez asked in terms of inclusion, are we looking at ways to grow our City mailing list. If so, what are they.

Ms. Mihelsic said we are looking at that. We sent the survey to all the District emails we had. We are looking to do an insert in utility bills. It is a work in progress. We would love the Councilors to have the information on their social media as well.

Councilor Cassutt-Sanchez said it would be helpful if you could let us know when something is shared in social media so we can post it as well. Coordination of that would be helpful.

Chair Abeyta thanked Ms. Mihelsic and Ms. Faubion.

Mr. Fluetsch reviewed a Power Point presentation on the current revenue outlook and the expected deficit. The presentation is herewith attached to these minutes as Exhibit “3".

Councilor Villarreal asked Mr. Fluetsch to say more about how he arrived at the numbers projected.

Mr. Fluetsch explained that two Fridays ago he participated in a meeting with Mary, Clayton and Alexis. We looked at all the revenue line items the City has and what industry drives each one. We met for four hours and came up with a consensus. We concluded what the percent of revenue loss there would be line by line.

Councilor Romero-Wirth asked what is recreation revenue.

Mr. Fluetsch said that is the revenue we receive from the City recreational facilities. He went to all the facilities including the sports fields. We looked at revenue based on oneness. When would they open and if we determined that we would not be able to open them for half a year.

Councilor Romero-Wirth asked what assumptions did you make.

Mr. Fluetsch said we assumed nothing would open until the second quarter of fiscal year 21 at 50% capacity. It would not be 100% capacity at all in fiscal year 21. October 1st would be the 50% capacity opening date.

Chair Abeyta said Lodgers Tax is down 50%. The bulk of that goes to feed the budget for Tourism. Do we reduce the Tourism budget by 50%, as an example.

Ms. McCoy said you hit the nail on the head. We can't treat all funds the same.

Mr. Fluetsch said Lodgers Tax is broken in seven units. The first two units are used for debt service. $3.2 million in debt service is due next year for Tourism. The other five units fund the Tourism Department, the Arts and Culture Department and the Convention Center. We have reduced those budgets, including employees, to their revenue levels. Mr. Randall will be proposing a budget for that.

Chair Abeyta asked so Departments will be reduced based on their revenue sources.

Mr. Fluetsch said yes. Utilities has substantial fund balances as an example.

Councilor Romero-Wirth asked what does that mean to the levels of service.

Ms. McCoy said we will address that in the second part of this presentation and over the next two months.

Councilor Romero-Wirth said we have 200 vacant positions. Has it been determined that they are not needed for safety and policy objectives.

Ms. McCoy said she could get her that data.

Chair Abeyta said you may have to pull some of those if they effect public safety or policy.

Councilor Villarreal said it would be helpful to list what positions are vacant in each Department to help us understand which departments are most effected.

Councilor Lindell said you might as well, along with that, put a dollar figure in for each position including benefits.

Ms. McCoy said we can do that.

Chair Abeyta said this is the first step. We will need the detail. Is this to be approved by Resolution of the Governing Body.

Ms. McCoy said financially these would become unfunded positions for the year and would not be included in the budget. It would be in agreement with the Directors of each Department that they would not seek to fill the positions.

Chair Abeyta said once the budget is set these positions are frozen unless we amend it.

Ms. McCoy said there will be a natural attrition as well.

Chair Abeyta asked if someone leaves and is not on the list would we allow the filling of the position or use those funds to fund another position.

Ms. McCoy said yes.

Councilor Romero-Wirth said so we just don't fund these positions and they remain vacant. How do we analyze if they are needed at all.

Ms. McCoy said this is a snapshot in time. As we look forward to the services we will provide to the community that will be the next decision. Service levels will need to be understood and considered. We will need to maintain some flexibility.

Councilor Romero-Wirth said there may be positions occupied that we do not need.

Chair Abeyta said between now and the end of June there is a hiring freeze. That is different from not filling positions.

Ms. McCoy said yes, that is accurate. We will need to look at which services we will restore as the economy improves.

Chair Abeyta said when you look at the City of Rio Rancho they have 719 employees. We have 1,400 employees. In the budget chart for Rio Rancho they have 7.2 employees per 1,000 residents. We have almost 16 employees per 1,000 residents. We provide more services, but it is something to be looked at. It would be interesting to look at other New Mexico cities.

Councilor Romero-Wirth said it would be interesting to look at similar size cities that provide similar services. To be fair we need to look at that.

Chair Abeyta said and what comparable cities spend per employee.

Chair Abeyta said his concern with Option 1 is the salary decreases. The percentages could create a situation where a tier one employee is paid less than a tier two employee. It seems that Option 4 would be the easiest to implement and to reinstate. There is a lot more information we need.

Councilor Cassutt-Sanchez said it is important to point out that we need to see if these steps create compaction. She is concerned about the pay scales.

Councilor Villarreal said looking at the options we may need to play with them and use a piece of each one. Were any of these options what the Unions proposed.

Ms. McCoy said we can get back to you on that.

Ms. McSorley said their proposal was similar to Option 1 but not exactly the same. We would have to look at the jobs so that we treat each classification the same.

Councilor Villarreal asked what if we looked at a four day work week for everyone. She would like to hear more about that.

Ms. McCoy said that would be a 20% pay cut. We can cost that out for you. We have to take into consideration service levels.

Councilor Villarreal asked how do we pick aspects of each and run those scenarios.

Ms. McCoy said we are putting these Options to Committees this week. We are willing to take ideas and walk through the services. We want to get some across the board direction to the Department Directors.

Councilor Villarreal said she suggests showing these ideas to the Unions and get their thoughts and ideas.

Chair Abeyta said he is advocating for furloughs as opposed to pay cuts. It is easier to restore hours than salaries. Some departments have different needs such as

working on weekends or nights. He would like to see the pros and cons of pay cuts versus furloughs.

Ms. McSorley said we are working our way through that. There is also the issue of FLSA exempt employees. Everyone likes the furloughs. We have to work on the emergency statute which effects the FLSA exempt.

Chair Abeyta asked so we have to do a combination.

Ms. LePan said now is the time for comments. This week we have an accelerated timeline. We are looking for your feedback this week.

Councilor Lindell said it is important for us to know and for everyone to know that no one did anything wrong to cause this situation. It is the pandemic and revenue loss. It is important to know what numbers we are trying to get to. None of these options are good. It is about how miserable do we have to get. We need guidance on that. She is not sure that she is in agreement that Wastewater would not have cuts because they have reserves. We may need to use some of their reserves. Her first choice is the Option that saves the least amount of money, but we have a duty to provide a balanced budget. We have to be realistic on this. The clock is ticking. These are very hard choices. She does not want to choose an Option that is any harder than we have to.

Chair Abeyta asked how much decision making are we going to give to the Mayor. They do the day to day, not us. We are used to the administration bringing us a budget. If we have nine cooks in the kitchen he is not sure we can get there.

Ms. LePan said it is all of these things. We are looking at all of this. These are really hard decisions we are facing all at once. All of these things together still do not get us to our $100 million shortfall.

Ms. McSorley said the timeline is also subject to the Union requirement for a 28 day notice to make changes for the new fiscal year. We have to bring them something next week in order for us to give them notice and have it in place for the new fiscal year.

Councilor Cassutt-Sanchez said it is hard to understand and make decisions in a vacuum rather than in a budget. We are being asked to make decisions on fiscal year 21 salaries and furloughs without having the whole budget.

Councilor Villarreal asked are you saying you have already talked with the Unions and are talking to them about the options.

Ms. McSorley said right after these meetings we will talk with them.

Councilor Villarreal said we are part time Councilors. It is hard to make a decision when we are not seeing the needs in each department. Departments that

don't generate revenue, do they not get prioritized. Some City services are subsidized by the City and are important to the citizens. We have a week or less to decide.

Councilor Romero-Wirth said Utilities have revenues. There are legal reasons that require them to have these reserves. That does not mean we can raid that money. We don't have our own budget staff as the appropriating body. We rely on the Executive's Finance staff. We have major economic challenges. This is not going to be in a neat box. It is complicated.

Chair Abeyta said the Governor has put out guidelines and the Activity Association has put out guidelines regarding youth sports. He is concerned about opening our recreational centers in this situation. Whose call is it.

Ms. McSorley said there is nothing that says we cannot open as long as we follow the guidelines. The budget will strongly dictate if and when we open. It is an operational decision.

Chair Abeyta asked so the Mayor decides.

Ms. McSorley said yes.

Ms. LePan said Erin is accurate. It is all connected. Everything effects the 21 budget and will come to you in a different form. We are hoping to get a sense of prioritization from you all.

Councilor Romero-Wirth asked do we want to open all these facilities. We would have to keep a high level of cleanliness and safety.

Councilor Cassutt-Sanchez said she would like to get the operative costs for each recreational facility other than persoonnel.

Ms. McCoy said we can provide that.

Councilor Villarreal said also the use of the facility at each location.

Ms. McCoy said we will get that for you.

Councilor Cassutt-Sanchez said she was interested in looking at creative options like maybe running a library out of a recreational center.

Ms. McCoy said we will consider creative possibilities as we move forward to ways to provide services.

Chair Abeyta said as far as asset disposal, lets identify those and move on that sooner than later. As to a tax increase, he would want professional polling done before

he would support that. Not a survey. Professional polling.

Councilor Villarreal asked for priorities for the Legislature, are you going to let us know what statute for what funds you want to adjust.

Ms. McCoy said lodgers tax is the primary one we are looking at.

Councilor Villarreal said there are others she would not want to adjust.

Ms. McCoy said they would make sure the Councilors are informed.

Councilor Villarreal asked what is deferential property tax.

Mayor Webber said we are all the beneficiaries of long time generations of families of land owners. We have intentionally not taxed them on their land. We have second homes here. Could we find a way to differentiate property taxes so we don't hurt local residents from those who do not live here. Maybe there is some variety of this we could look at without penalizing folks land rich, but cash poor.

Councilor Romero Wirth said it would be helpful to have a sense of what options save us the most and what categories we need to save in and what harm it does to do it.

Ms. McCoy said the complexity of the task we have in front of us is vast. Those options are part of the layers of the cake to get us to where we have to be. Some things will take some time to come to fruition. We are looking for direction as to prioritization. That is what we need from the Governing Body.

Ms. McSherry said with asset disposition it takes some time. We need an approach and to take other steps.

Councilor Cassutt-Sanchez said she feels that we need to get to a level of conversation where we are not getting into the nitty gritty of what is happening at a department level. What else are you looking for input from us on.

Ms. McCoy said on the revenue side. Debt service requirements, the Lodgers Tax Fund and departments who are funded by lodgers tax who may have to adjust their budgets more than others. It is complex.

Ms. LePan said part of it is we are in a chicken and egg situation of what comes first. She appreciates and acknowledges the frustration. We are trying to get a feel of what elements to focus on. Decisions need to be made fast.

Councilor Cassutt-Sanchez said having decisions on where we start is important and beneficial.

Mayor Webber said this has been constructive and useful. You are the beneficiaries of a detailed briefing. The origins and basis are the shortfall. The ask tonight is not to build the budget, but to begin to layer the decisions for the budget. Does Option 1 for personnel make any sense. Yes, it saves $17 million to $19 million and that makes sense. Piece by piece as we look at our first effort to reduce costs. How do we get there from here. We need guidance as to extending the furloughs and what Options are preferred. Then we can tee up the kind of changes that have to be made and the departments going through the budget process. It is a matter of urgency. The Department Directors are working on creative and hard choices for cuts for the budgets. There will be a budget presented for a vote that reflects the values of the Governing Body in an extraordinary time. There are a lot of unknowns. This was an effort for the Finance Committee to see what Mary and her team have put forward to try to solve some of the dire issues we have such as furloughs, pay cuts and benefits. The rest of the budget process is being done Department by Department and will go through the budget process. This is the ask for tonight. These are specific choices we could make sooner than later.

Councilor Romero-Wirth said she was struggling with how we are going to do this. We have to have a balances budget by July 31st. We have to cut $100 million from the budget to do that and we have to find that money now. It appears as revenues come back up we will be able to add back. We will not see additional revenue in the time frame we have between now and July 31st. Is it right to cut across the board. There are so many factors here.

Chair Abeyta asked can each Department Director cut 42%. Can the services still be provided is different question.

Ms. LePan said those issues will come forward in the July budget hearings. We are at $100 million deficit. If we implement the hiring freeze that gets us a ways. Not all departments can even get to 42%. If we could get something to start with it would help.

Chair Abeyta said by salary cuts and furloughs.

Councilor Romero-Wirth said service levels need to drive the budget.

Ms. McSorley said the proposal for salary cuts and furloughs only saves us $10 million.

Councilor Romero-Wirth said she would like department direction as to salary cuts and furloughs.

Chair Abeyta said we don't know what the departments need.

Ms. LePan said we have to do both.

Chair Abeyta asked do the departments get to look at what they can do with salary cuts and furloughs.

Ms. LePan said we have a timeline problem. The budget begins in mid July.

Chair Abeyta asked if they wanted to extend furloughs to the end of July.

Ms. LePan said the salary cut was heard loud and clear that it had to be part of the furlough discussion.

Chair Abeyta said you want direction from us to extend the furloughs until the end of July and work on salaries after the Department's budgets are cut.

Ms. LePan said that would be helpful.

Ms. McSorley said after August 1st we would still have to give 28 days notice.

Mr. Fluetsch said our FY 20 budget has been submitted to DFA as a placeholder for FY 21. It is the FY 20 budget that Council approved. Any changes need to be made to that budget.

Ms. McCoy said DFA is allowing us to do that for now.

Chair Abeyta asked can the Finance Committee extend the existing furloughs to the end of July. He would like to get on with the budget for FY 21.

Councilor Romero-Wirth asked why wouldn't we extend that anyway.

Chair Abeyta said we don't have time to do anything else. We can use the next two Finance Committee meetings to work on the FY 21 budget issues.

Councilor Cassutt-Sanchez asked regarding service levels are we going to open up the facilities. She agrees that we need to see the service levels to make decisions. She is in favor of the hiring freeze and cutting expenses like travel and supplies and disposal of property. She would like to see the service levels and what the Department Directors bring to the discussion.

Chair Abeyta said he agreed.

Councilor Villarreal said she assumed that the hiring freeze and contract discussions were already in place. As to extending the furloughs, we need to see the service levels.

Chair Abeyta said if the Department Directors cut positions we may not have to do this.

Ms. McSorley said layoffs require the same notice.

Councilor Villarreal asked are we looking at doing budgeting every month.

Councilor Romero-Wirth said we have to cut the budget at an enormous amount so we have to look at it each month to see if we were right.

Chair Abeyta said the Union contracts have contemplated this.

Councilor Villarreal said she was overwhelmed and tired. This is not conducive to making a decision now. Do we get back to you individually.

Chair Abeyta said we need a list of priorities from the Department Directors as to costs. We need the Union's position. We also need what the provision of services at libraries and recreational centers looks like.

Mayor Webber said it would be useful overnight to think about questions about pay cuts and service levels. We want to use common sense and do something that is understandable. As we go forward we will take on making choices about service levels and what will come to you from the Department Directors as options. You can't get to that until that work is completed. What we do know is the rate of pay we have been blessed with is out of context now. With a $100 million deficit making cuts is inevitable. It makes more sense to get guidance on that now. Take that vote and we can move forward. That would be acting responsibly. We have to decide on the option that makes the most sense.

Councilor Romero-Wirth said cutting the Department Director salaries by a percentage until we have the new budget, is that what you are talking about.

Mayor Webber said no. He does not see us coming back and restoring salaries. If the Governing Body approves a vote to cut salaries now as the new reality then we will look at service levels for the next reduction. We need to accept this reality sooner than later. We are not going to close the gap with a salary cut.

Chair Abeyta said maybe that should be decided by the Department Directors. Maybe Option 4. We should start there.

Mayor Webber said to his mind what you just said is the guidance that is helpful. We have two more Committees to present this to. Public Works and Utilities tomorrow night and Quality of Life the night after that. Don't make this complicated. Make it simple and move on. We are not paying employees too much, but it is too much for right now. We are going to have to look at that monthly.

Chair Abeyta said this has been a good discussion. Tomorrow night he will give his opinions.

Councilor Villarreal suggested that for the next two Committees staff cut to the chase and let them know immediately what you need input on. We don't need the fluff.

Councilor Romero-Wirth said sometimes we do need context.

Chair Abeyta thanked Ms. McCoy and her staff, the Mayor, City Manager and City Attorney for being part of the meeting.

9. MATTERS FROM STAFF

None.

10. MATTERS FROM THE COMMITTEE

None.

11. ADJOURN

There being no further business before the Committee the meeting adjourned at 9:00 pm.

_____
Councilor Roman Abeyta, Chair

_____
Elizabeth Martin, Stenographer

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2020-10
Face Covering Requirement

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2020-10:

1. On page 2, line 3 ***strike*** "ten (10)" and ***insert*** in lieu thereof "fifteen (15)"

2. On page 3, ***strike*** lines 3-4 in their entirety and ***insert*** in lieu thereof:
   "Any persons found guilty of a violation of this Section shall be guilty of an infraction, punishable by:
   A. a written warning for a first violation;
   B. a fine not exceeding fifty dollars ($50.00) for each subsequent violations of this Section."

3. On page 3, line 6 after "upon" ***insert*** "its"

4. On page 3, line 7 ***strike*** "will" and ***insert*** in lieu thereof "shall"

5. On page 3, line 8 after "pandemic" ***insert*** "as that recommendation applies to the city"

Respectfully submitted,

_____
Carol Romero-Wirth, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10195.3(A)

Citizen Survey Results

Why a Survey?

A survey is an innovative way to engage our residents. This is the first time we have ever done a survey of this kind.

- The intent of the survey was to:
  - Gain a high level overview of residents' priorities
  - Explore a new way to engage our constituents
  - Add insight as we navigate a new budget process during an economic emergency

- This is not meant to be a decision making document
- This is not the last survey we will do; this is an opportunity to create a starting point.
- We want to be a City that uses data to make decisions that benefit everyone.

Moving Forward

- We want to continue using surveys as an engagement opportunity
- We will continue to
  - Use demographic indicators to ensure we hear from all communities in Santa Fe
    - Check responses against Census Data
  - Collect data from the public
  - Grow our outreach – to inform and listen

There is still much to learn. This is an opportunity to grow and get better.

Perspective

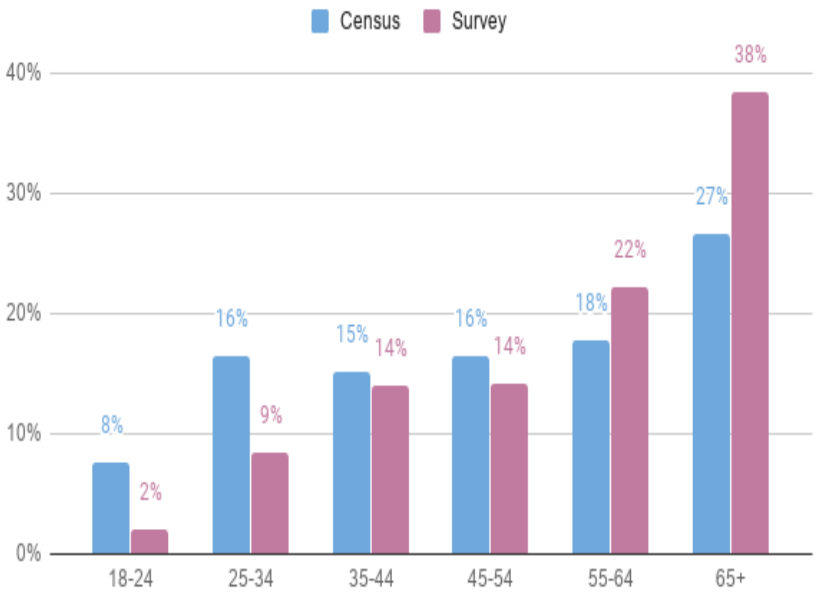
We had around 4000 people respond **within** city limits. That is about 5% of our total population (4.9%).

- A quick glance at other cities that conducted their surveys similar to our methodology:
  - **Sacramento, CA (population: 508,000 | responses: 95 | response rate: .02%)**: The survey was made available to residents on the City's website for **four weeks.** A total of **95 responses** were received.
  - **Staunton, VA (population: 25,000 | responses 928 | response rate: 3.7%)**: Their survey was open longer and available hard copy.
  - **Southlake, TX (Population: 32,300 | responses: 1084 | response rate: 3.4%):** A total of 1084 residents participated in the online survey posted on the City's website between **October 1 and October 30, 2019**. The City used its automated calling system, email blast system, city websites and social media sites, and various printed media to invite residents to participate in the study.

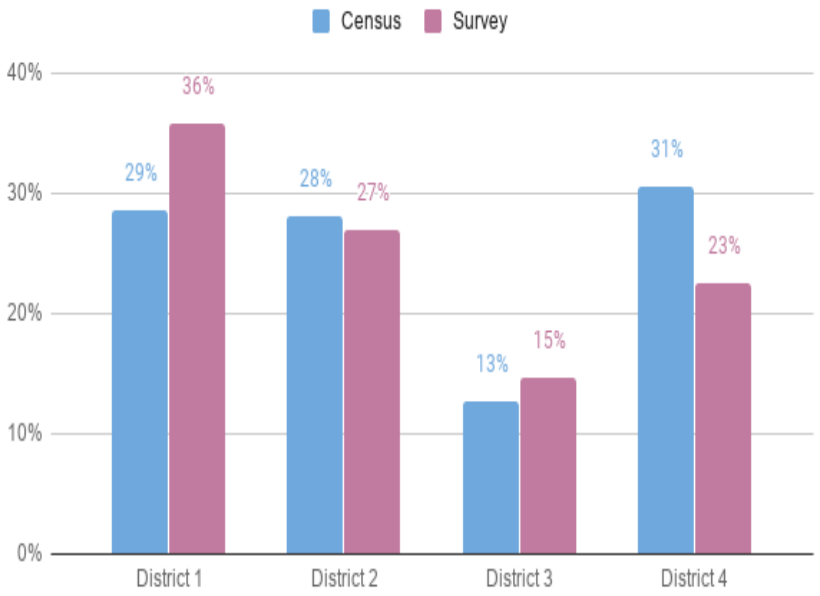
Survey Questions

- What should be the highest priority of the City when allocating scarce resources?
- What should the City prioritize when planning and allocating resources for economic recovery?
- How important do you think the following capital/infrastructure improvement projects are?
- How important do you think the following city services are?
  - General City Maintenance, Community Services, Economic Development, Transit and Alternative Mobility. Parks and Recreation, Tourism, Arts and Culture, Public Engagement
- If we had to scale back community facilities, which option would you most prefer?
- How favorably do you view the following city employee-related cost savings measures?
- What questions would you like to see on the next survey?
- Demographic Questions
  - What is your age? With what ethnicity do you most identify? What city district do you live in? How many people live in your household?

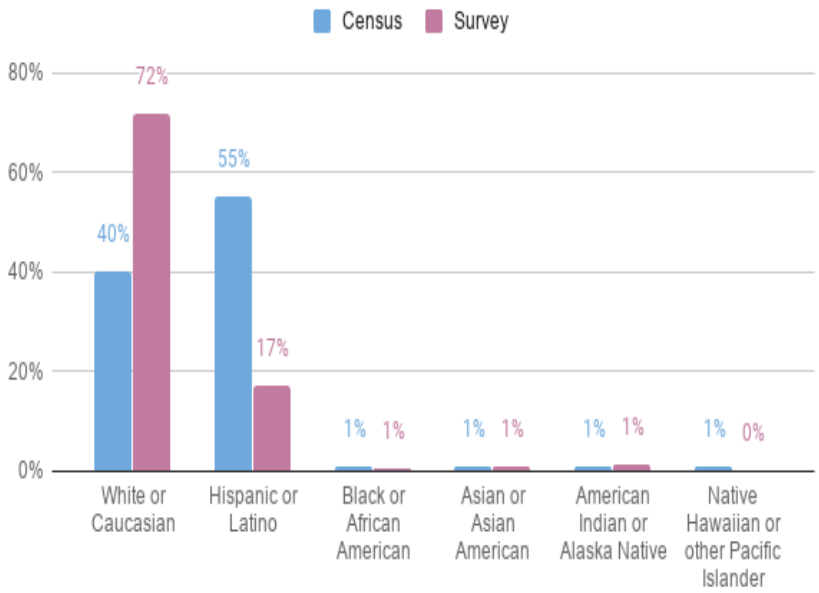
Age (without 18 and under)



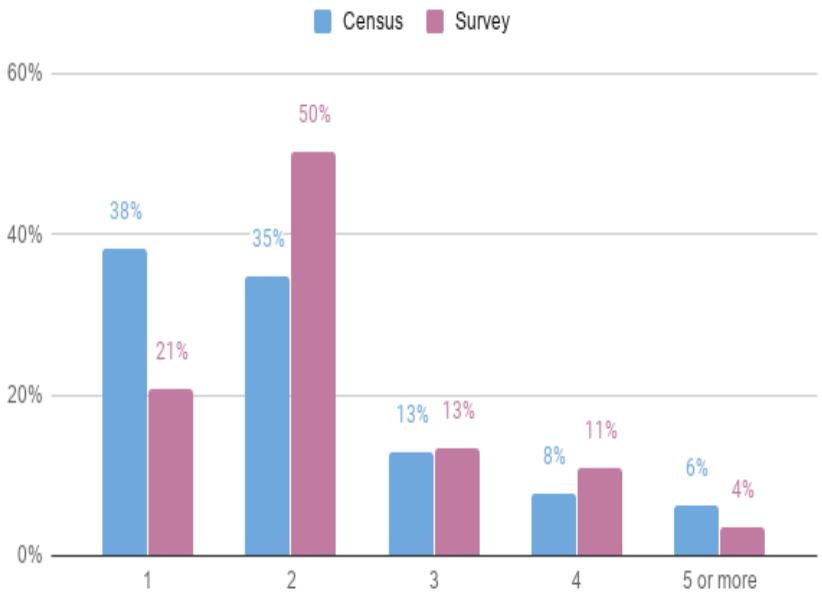
District



Race/Ethnicity



Household Size



Online Dashboard

- The dashboard is available to the public on our website
- Interactive way to view results and data
- www.santafenm.gov under News and Announcements and as a callout
- Residents can click on the filters to view the survey response specific to certain criteria.

City of Santa Fe
FY21 Budget Update

June 2020

City Santa Fe's Approach- Rethinking revenue forecasting

To address uncertainty on duration and depth of crisis, the City's revenue forecasting will continuously consider three factors:

1. *When* different sectors of the economy may re-open;
2. *How* they may re-open;
3. At *what capacity* they may re-open.

The City will continue to monitor cash receipts, micro-samples for forecasting purposes, and amend forecast when data becomes available

We will continue to monitor data for second wave which would be catastrophic for all concerned

FY21 Budget Adjustments

- May 2020- City will submit the FY20 budget as a placeholder with DFA.
- July 31, 2020- City will submit a balanced FY21 budget
- The City will review budget to actual's monthly to monitor assumptions and financial position
  - **Quarter 1-** Ends September 30, 2020, Close Quarter October 2020, 1st Budget Adjustment in November 2020
  - **Quarter 2-** Ends December 31, 2020, Close Quarter January 2021, 2nd Budget Adjustment in February 2021
  - **Quarter 3-** Ends March 31, 2020, Close Quarter April 2021, 3rd Budget Adjustment in May 2021

Local Economy- Statistics

- Hotel Occupancy in April 2020 was 15.1 percent, down from 63.8 percent in April 2019
- Passenger traffic declined 98 percent at the Santa Fe Regional Airport from 21,213 passengers in February 2020 to 502 passengers in April 2020.
- Initial unemployment claims in Santa Fe County totals 13,731 in the past ten weeks, with 710 initial claims last week.

FY21 Revenue Assumptions:
Swoosh Recovery

- Economy bottoms in Q4, FY20 and the re-opening, recovery begins in Q1 FY21
- Social Distancing and capacity limitations will restrain the economy from recovery
- Public's willingness to travel, congregate will restrain the economy from recovery
- Second Wave of virus may spur shutdowns as we saw in April 2020
- Oil prices will exacerbate recovery as State is forced to reduce spending
- LANL growth will drive the construction sector 10 percent of Santa Fe's economy
- Film industry has great potential to drive Professional, Technical and Scientific sector of the economy

All Funds- FY21 Revenue Estimates Revised May 2020

The magnitude of a $100 million revenue decline will require the City to implement a variety of measures to protect the financial stability and integrity of the City.

Fund	FY21 Revenue Decline
All Funds	$99.8
General Fund	$31.5

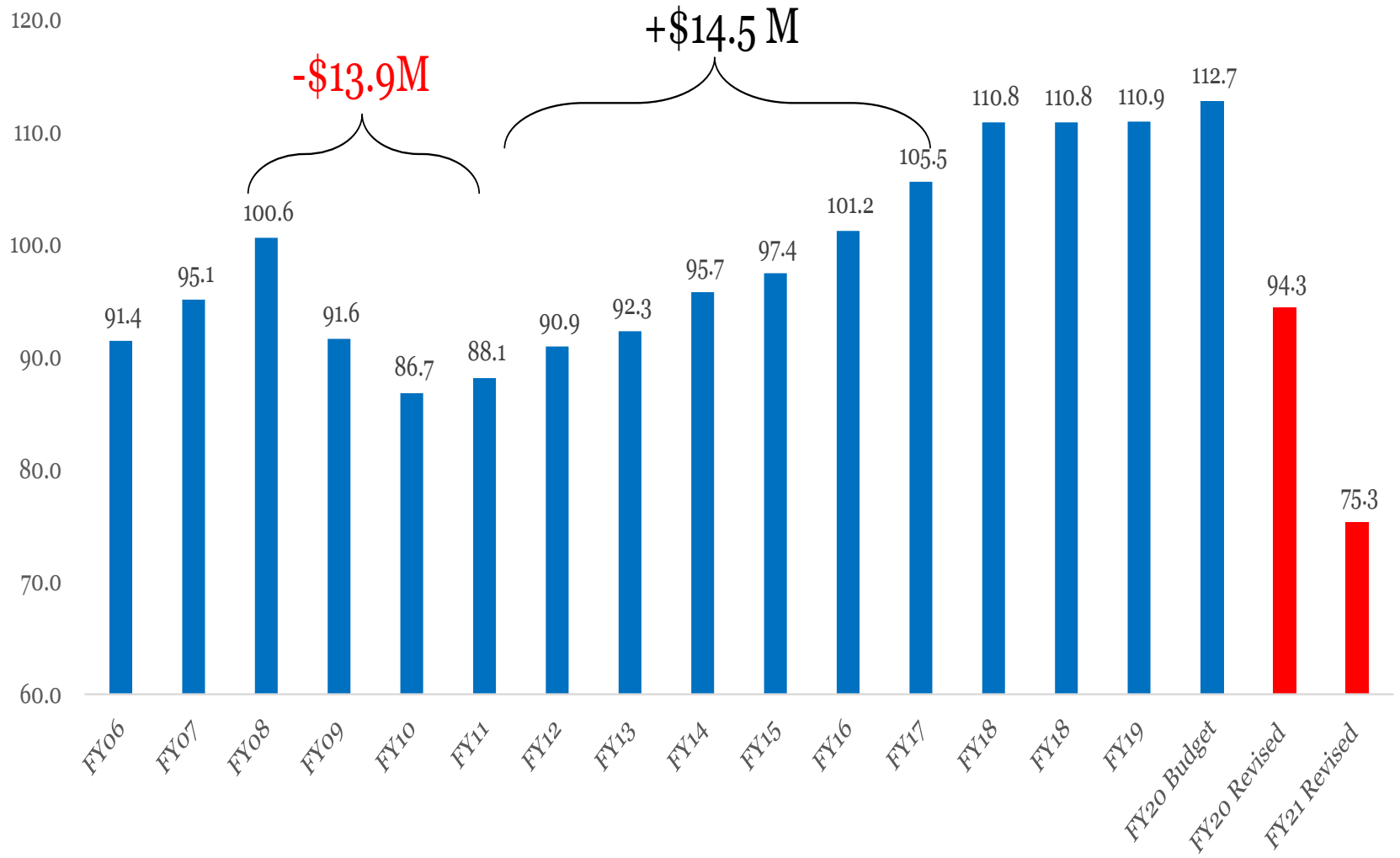
FY21 Revenue Assumptions: Primary Sources of Revenue

From FY20 amended budget levels:

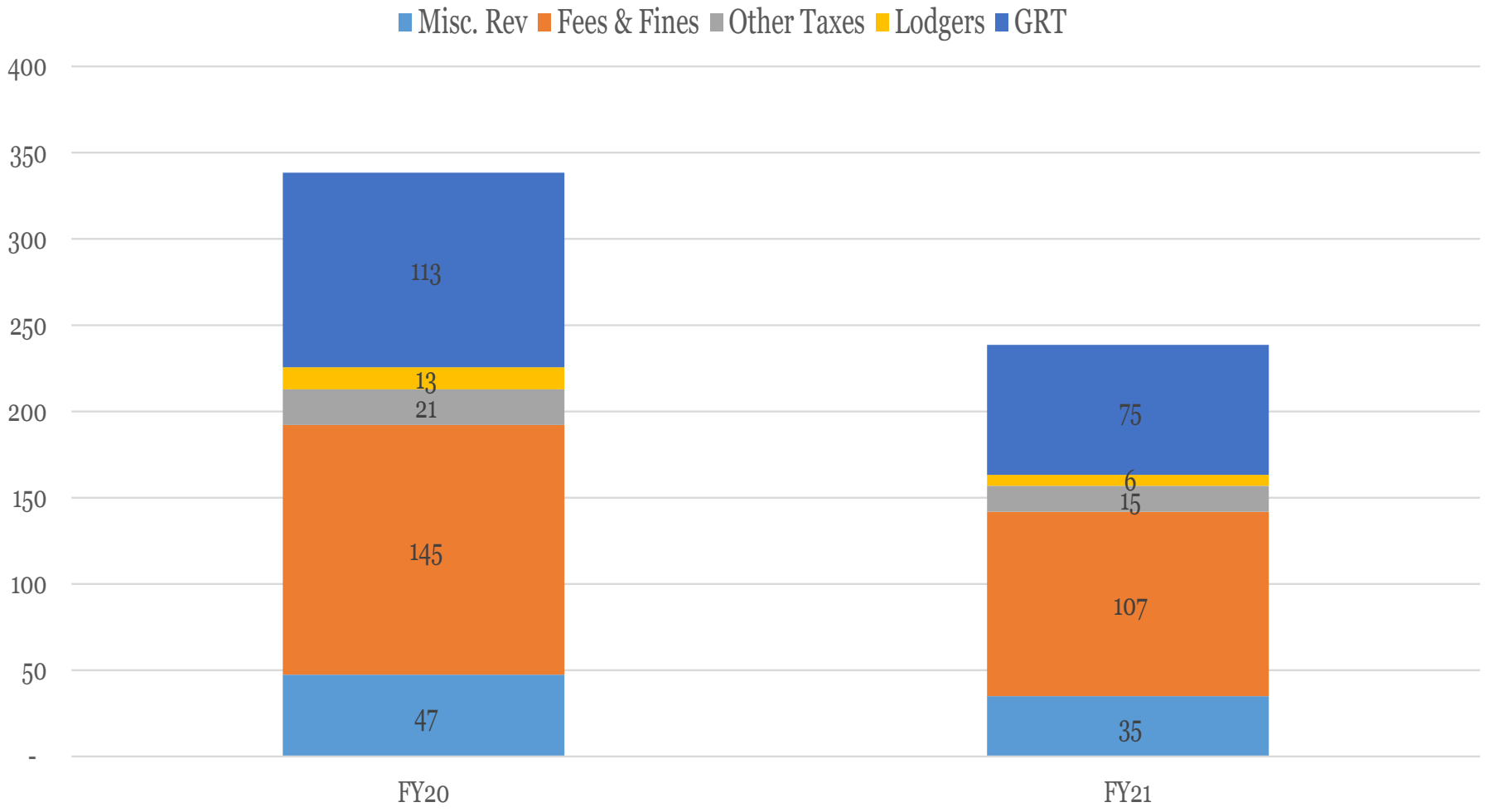
- GRT collections will be down 33 percent, loss of $37.4 million
- Lodgers Tax collections will be down 50 percent, loss of $6.4 million
- Utility Revenue revenues will be down 25 percent, loss of $19.7 million
- Parking Revenue will be down 55 percent, loss of $4.9 million
- Franchise fees will be down 25 percent, loss of $1.9 million
- Recreation Revenue will be down 40 percent, loss of $1.5 million

GRT Revenue

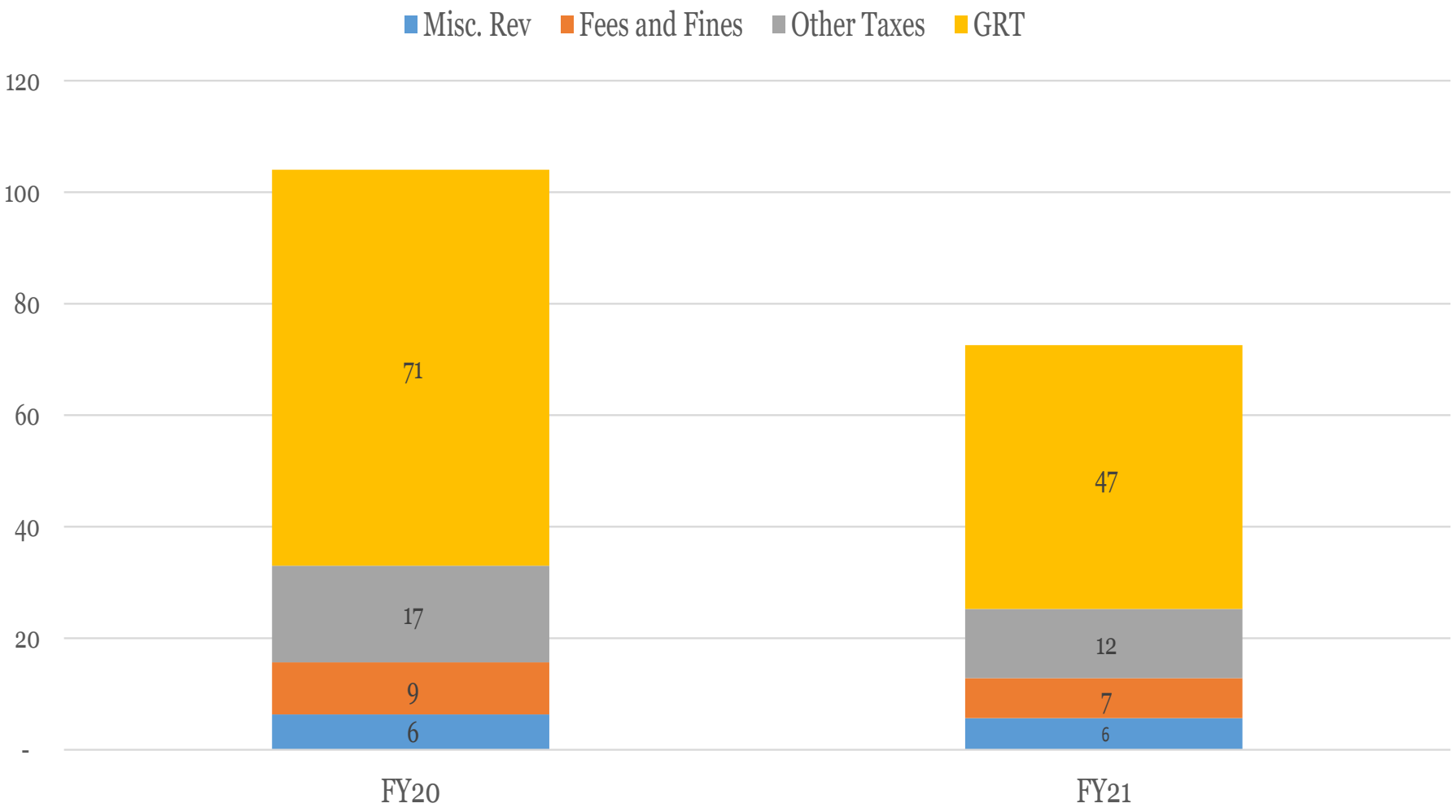
During the Great Recession, the City's GRT revenue declined $13.9 million in 2 years, while it took 7 years to climb back to pre-recession GRT levels.



FY21 Revenue Assumptions:
All Funds-Primary Sources of Revenue



FY21 Revenue Assumptions:
General Fund-Primary Sources of Revenue



FY21 Expenditure Options
Policy Objectives

Public Policy

- Legally Required
- Public Health and Safety
- Maximize safe conditions
- Equity
- Maintain Services and Jobs

Fiscal Policy

- Financial Stability
- Pricing strategy- Minimize subsidy
- Maximize employment opportunities
- Reductions that minimize impact to services & jobs
- Credit Rating

All Funds- FY21 Expenditure Options

Steps	Description	Amount
Step 1	Hiring Freeze and Discretionary Spending	$20M-$24M
Step 2	Salaries and Benefits- Pay Reduction in Pay	$5.9-$10.6
Step 3	Reduction in Service Levels	$?M
	Total	**$25.9M - $34.6M**

All Funds- FY21 Expenditure Options
Step 1- Hiring Freeze & Discretionary Spending

Step 1	Description	Amount
Hiring Freeze	More than 200 Vacant Positions	$17M-19M
Discretionary Spending	Ex: Travel, Registration, Office Supplies, etc.	$3M-5M
	Estimated Savings	**$20M-$24M**

All Funds- FY21 Expenditure Options
Step 2- Continued Pay Decrease Options

Step 2- Option 1	Description	Amount
>90K - 30%	70 Employees	$2.2
50-89.9K - 20%	526 Employees	$6.8
35-49.9K - 10%	380 Employees	$1.6
<35K 0%	372 Employees	$0
	Total	**$10.6**

Step 2- Option 2	Description	Amount
>100K 20%	35 Employees	$0.8
40K-100K 10%	767 Employees	$4.7
<40K 2%	546 Employees	$0.4
	Total	**$5.9**

Step 2- Option 3	Description	Amount
15% Pay Decrease Directors	21 Employees	$0.4
10% Furlough or Pay Cut	1327 Employees	$6.5
	Total	**$6.9**

Step 4- Option 4	Description	Amount
20% Pay Decrease Directors	21 Employees	$0.47
15% Furlough or Pay Cut	1327 Employees	$9.8
	Total	**$10.2**

All Funds- FY21 Expenditure Options
Step 3- Reduction in Service Levels

Revenue Options-
Special Legislative Session June 2020

1. Financial support for Salaries and Benefits for Police Officers and Fire Fighters through the State's Law Enforcement Protection Fund and Fire Protection Fund
2. Internet Sales Tax Revenue – State collect Municipal GRT 1 year Early
3. Zero Interest Loan Program for Municipalities from Severance Tax Fund
4. Change State statute to allow fund balances to be used for general municipal purposes to support legally required City services
5. Tax Options- Differential Property Tax
6. Financial assistance for the Emergency Homeless Shelter at Midtown to continue to prevent the spread of COVID19

Revenue Options- Federal Support

- Resolution calling on Federal Government to support local municipalities with a stimulus package for financial support.

- Potential HEROES Act Funding
    - 2020- $29 million, 2021- $14 million

Revenue Options-
City Changes

- Cash Reserves – One Time Revenue
- Asset Disposition – One Time Revenue
- Fee and/or Fine Increases
- Tax Increases
  - Internet Sales Tax
  - Gross Receipts Tax
  - Property Tax

FY20 & FY21 Budget - Next Steps

FY20 Budget

- Public and Employee Engagement
- Monitor FY20 Revenues, FY20 Budget Adjustments
- June 1, 2020 - Submit FY20 Budget as Placeholder for FY21 to DFA

FY21 Budget

- Lobby Federal Government and State Government
- July 2020 – FY21 Budget Hearings
- July 31, 2020 - Submit Revised FY21 Budget to DFA

FY21 Budget

- Monitor FY21 Revenues
- FY21 Budget Adjustments as necessary

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants & Services	2402750	510400		361,227	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Deptt Housing Urban Dev	2402750	490520		(361,227)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

The City was entitled $321,227 in CARES Act funding through its CDBG entitlement grant to use for mitigating the impacts of the COVID-19 global pandemic. Of particular importance was to keep people experiencing homelessness safe and in a place where they could be quarantined and observe social distancing, while reducing the population density in local shelters. To accomplish this, the City opened dormitory rooms and apartments at the Midtown Campus property. The CARES Act funding will keep this housing operational through at least December 2020 until a more permanent provider of services is found.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
240	361,227
TOTAL:	**361,227**

Jessica Sandoval 06/01/2020
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Alexandra Ladd June 1, 2020
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andrew J Hopkins
Andrew J Hopkins (Jun 10, 2020 12:38 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe, New Mexico

memo

Date: June 1, 2020

To: Finance Committee – June 15, 2020
Quality of Life Committee – June 17, 2020
Governing Body – June 24, 2020

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Request approval of proposed use of CARES Act funding ($361,227)

ACTION REQUESTED:
Approve the use of CARES Act Funding in the amount of $361,227 to continue to operate the City of Santa Fe Emergency Shelter until November 1, 2020 during the COVID-19 global pandemic. Three approvals are required to deploy funding:

1. Amendment to 2019 Annual Action Plan
2. Budget Adjustment Request (2402750.510400 – Increase by $361,227)
3. Professional Services Agreement – NM Coalition to End Homelessness (2402750.510400)

BACKGROUND:
In March of 2020, as the coronavirus threatened to overwhelm the nation's health care systems, the City of Santa Fe realized that people experiencing homelessness and staying in shelters were highly vulnerable to infection and spreading it to others. Community spread was likely to put unsustainable pressure on hospitals. Existing homeless shelters reduced their capacity to serve people in order to follow social distancing guidelines. Additionally, people experiencing homelessness did not have an appropriate place for self-quarantine after testing or in the event that they contracted the virus.

The City responded by converting dormitory rooms and apartments at the Midtown Campus (formerly the Santa Fe University of Art and Design) into an Emergency Shelter. The primary objectives of the Emergency Shelter were: 1) reduce the community spread of COVID-19 by preventing an outbreak in the homeless population and 2) support hospitals by providing an outlet for medically fragile and low acuity COVID-positive people being discharged without appropriate sheltering.

To date, over 100 people have been sheltered at Midtown, of which approximately 90% were experiencing homelessness prior to the pandemic, twenty percent (20%) of the people were low acuity COVID positive people and another 20% were medically fragile, without appropriate shelter. Once the shelter was in place, police and fire responses to situations involving homeless folks declined by over 30%. The shelter has provided a place for referrals from social services navigators as they encounter medically fragile or symptomatic people on the streets and in encampments. Christus St. Vincent's, Presbyterian, the NM Department of Health, and Indian Health Services have discharged and referred patients to the facility. It has been a critical element of the regional COVID response and embodies cross agency effort and coordination.

ITEM and ISSUE:

As a CDBG entitlement community, the City was granted $361,227 of CARES Act funding from HUD. The purpose of the funding is to directly address health and housing impacts from the COVID-19 pandemic and to improve public health outcomes. Supporting the continued operations of the City's Midtown Shelter via the CARES Act grant through December 2020 is an ideal project for this funding since it meets HUD's goals and timeline for expending the funds. Without the sheltering, isolating and COVID test coordination, it is likely that the virus could infect far more people in Santa Fe and put additional strain on the City's first responders and the local health care network. Additionally, if services were immediately ceased at the shelter, over 50 people would be released without access to safe living conditions. Local shelters will not be able to accommodate them because they are not operating at full capacity in order to observe social distancing guidelines. Without permanent supportive housing that offers wrap around services, most of these guests at the Emergency Shelter would not be able to sustain independent living situations. Furthermore, the cost of emergency calls responding to homeless issues and the cost of efforts to mitigate homeless encampments will increase. Finally, hospitals will have no place to safely discharge COVID-positive patients or medically fragile people unnecessarily utilizing critical hospital beds.

The total cost of operations at the Midtown Shelter through the end of the year are estimated to be approximately $555,000. The CARES funding would offset approximately 65% of the total cost. The City would continue to fund utilities, facilities maintenance and front desk staffing. Most of these costs would be an incremental increase of fixed costs to the City of maintaining the Midtown facilities and employing City staff whose work is not needed during pandemic shutdown. The CARES grant would fund a Shelter Director, Case Manager, Overnight Front Desk person, supplies, custodial, linen and security.

For these reasons, the Office of Affordable Housing and the Community Services Department recommend using the CARES funds to support the Midtown Shelter through the end of the year when the trajectory of the pandemic is better understood. Since there is a longer term need for this type of transitional housing to bridge the gap between homelessness and permanent supportive housing, the Emergency Shelter provides a unique opportunity to develop the framework for a future facility and comprehensive case management programming. In order to deploy the funds, the Office of Affordable Housing seeks three approvals:

1) **Amendment of the 2019 Action Plan.** The City's 2019 Action Plan, which describes proposed uses for the upcoming program year, has been amended to indicate the change in uses of funds in excess of $25K as required. HUD requires a public comment period which is usually 30 days, but for the CARES Act funds, HUD reduced the required public comment period. Therefore, the AAP amendment will be available from June 15 – 24, 2020, culminating in a public hearing at the Governing Body meeting on June 24, 2020.

2) **Approval of Budget Adjustment Request.** Approve the transfer of funds from the CDBG revenue side to make the funds available on the expense side.

3) **Approval of the Professional Services Agreement with the NM Coalition to End Homelessness (NMCEH).** The NMCEH is uniquely situated to assist the City by acting as a fiscal agent because of its familiarity with HUD funding, reporting and accounting requirements and also because of the Continuum of Care network that it manages. All of its member agencies are providers of services and shelter for the state's homeless population. NMCEH will be able to leverage future funding sources and support a coordinated response. Also, the agency is well-versed in public policy and can assist the City with establishing a permanent facility aligned with supportive services at a future location.

Attachments:

1. Draft Amendment to the 2019 Annual Action Plan
2. Budget Adjustment Request (BAR) (2402750.510400 – Increase by $361,227)
3. Professional Services Agreement with NMCEH

SUBSTANTIAL AMENDMENT

==========

ANNUAL ACTION PLAN
July 1, 2019- June 30, 2020

==========

SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
200 Lincoln Avenue, Room 314
Santa Fe, New Mexico 87504
Phone # (505) 955-6574

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This document represents a substantial amendment to the 2019 Annual Action Plan for the City of Santa Fe. The purpose of the amendment is to describe proposed uses of CARES Act funding in the amount of $361,227. These funds are intended to address health impacts from the COVID-19 pandemic and will be used to partially fund six-months of operating the Midtown Shelter, located at 1600 St Michael's Drive, formerly the Santa Fe University of Art and Design. The funds will be provided to the City in ADDITION to its 2019 CDBG entitlement grant.

An Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). There are four types of HUD block grant housing and community development programs: the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program (HOME), the Emergency Solutions Grant (ESG) and the Housing Opportunities for People with AIDS (HOPWA) program. The City of Santa Fe receives approximately $700,000 in CDBG dollars each year directly from HUD.

There are three components required by HUD to be submitted on an annual basis:

1) **Consultation and Citizen Participation:** the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.

3) **Annual Action Plan:** submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.

4) **Consolidated Annual Performance and Evaluation Report (CAPER):** the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

2. Summarize the objectives and outcomes identified in the Plan

The City of Santa Fe's focus over the next year is to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as address the needs of those experiencing homelessness or at risk of becoming homeless. The City

will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table. Objectives include:

1) **Creating Suitable Living Environments (SL)** – relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.

2) **Providing Decent Housing (DH)** – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.

3) **Creating Economic Opportunities (EO)** – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

1) **Availability/Accessibility** – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.

2) **Affordability** – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)

3) **Sustainability** – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or

by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods

3. Evaluation of past performance

The following bullets outline progress in meeting goals identified in the 2018-2022 Consolidated Plan, almost all of which were met, or exceeded. These achievements are a testament to the strong partnerships the City supports with its nonprofit partners and subrecipient contractors.

- The City's goal for **rental housing** as stated in the 2018-2022 Consolidated plan was to serve renters earning less than 60 percent of Santa Fe's Area Median Income (AMI). For the 2018-2019 program year, the City allocated the Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG) funds to rental facility improvements as well as to support services focused on the homeless, those in danger of becoming homeless, and very low-income renters
- City's goal for **home ownership housing** as outlined in the 2018-2022 Consolidated Plan was to provide comprehensive assistance to low-to-moderate-income homebuyers in the form of mortgage principal reduction assistance to an average of 10 households annually. From 2018-2019, and due to additional program income funds, (22) households were served through end of Q3 (17-Homewise, 5-Housing Trust) with CDBG-funded mortgage principal reduction assistance.
- The City's goal for **emergency shelters and permanent supported rental housing** as outlined in the 2018-2022 Consolidated Plan was to provide {33 permanent beds and/or longer-term units per year.} Approximately 100 shelter beds were provided and 40 transitional living beds were provided.} In 2018-2019 program year, CDBG funds were proposed for services including the Interfaith Women's Summer Safe Haven for a minimum of 180 women (As of Q3: 124 served.) Youth Shelters and Family Services (YSFS) provided services through the Emergency Shelter for children and youth, with 12 beds and an addition of the Cold Weather Shelter with 8 beds. (As of Q3: TLP and Cold Weather Shelter served 128.) The YSFS Street Outreach Program's goal was to serve an approximate minimum of 600 identified youth who utilize the Drop in Center (As of Q3: 244 served.) The Santa Fe Recovery Center, Life Link, SFPS Adelante and YouthWorks provided rental vouchers and emerency utility assistance. (167 served through the Affordable Housing Trust Fund for ELI individuals experiencing homelessness or at risk of homelessness in the community.)
- Facilities improvements investments from CDBG funds 2018-2019 totaled $105,000 ($10,000 YSFS Security, $40,000 PMS River Early Head Start, $55,000 Hopewell Mann Community Clinic). Public Services funding from CDBG funds 2018-2019 totaled $75,000.

4. Summary of Citizen Participation Process and consultation process

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions. **The following section describes the public participation process specific to this amendment.**

The City's Citizen Participation Plan as adopted by HUD requires that several public outreach avenues are used to inform the public about intended uses of HUD funds. It also requires that an amendment to the Action Plan is completed if an expenditure of funds is changed in any amount exceeding $25,000. The intent is to give the public ample opportunity to comment on the amended use. For the emergency allocation of CARES Act funds, HUD waived the requirement that the amendment is subject to a 30-day public comment period. Instead, the public will have a minimum of 5-days to review and comment on the amendment, in addition to three (3) public meetings and one (1) public hearing. The City has opted to provide the public a longer period of time for comments.

Methods of engagement. Engagement methods include opportunities for residents and stakeholders to participate in the development of planning strategies. Stakeholders are consulted and public is invited to comment **on the amendment to the AAP** and proposed use of funds as participants at public meetings

A print advertisement will be placed in the *Santa Fe New Mexican* on Friday, June 12, 2020 announcing the public review and comment period and describing how the public can participate. A press release will be issued through the City's Public Information Office with additional information for the public on the availability of the plan and how to submit a comment. Three public meetings and one public hearing are planned according to the following schedule:

- **Community Development Commission public meeting (June 3, 2020)**
- **Public Comment period (June 14 – June 24)**
- **Finance Committee public meeting (June 15, 2020)**
- **Quality of Life Committee public meeting (June 17, 2019)**
- **The Santa Fe City Council public hearing (June 24, 2020)**

These meetings are open to the public and agendas are available on the City's website. However, due to the coronavirus pandemic and the State of NM's prohibition on mass gatherings, meetings are not held in person. Rather, the public can participate via a Zoom virtual meeting or watch the meetings on the City of Santa Fe YouTube channel which also allows for participants to type questions or comments into the chat box. Note that the Community Development Commission is the only meeting not streamed on YouTube. The meetings can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in languages other than English.

Public outreach is also promoted through the City of Santa Fe and individual Council members' Facebook pages. Media relations included a press release to local media and postings on the city's website.

Partner outreach. Local stakeholders, including organizations, agencies and coalitions, promote the outreach efforts directly to their members, residents, consumers and clients. In addition to lending their subject-matter expertise, participating organizations promoted resident engagement opportunities to recruit focus group participants and encouraged residents to attend the community meeting events.

5. Summary of public comments

Public comments will be described in this section as applicable.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments will be considered and where applicable, addressed in the amendment.

7. Summary

This amendment enables the City of Santa Fe to ensure that its most vulnerable are safely housed and quarantined for the initial stages of the coronavirus pandemic. This effort will further the Office of Affordable Housing's efforts to prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness, target low income "at risk" neighborhoods with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe's Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City's partner for this proposed project is the NM Coalition to End Homelessness (NMCEH). Because its member agencies are the community's main providers of emergency shelter and supportive services for homeless people, NMCEH is uniquely situated to act as the City's fiscal agent for the disbursement of these funds and will provide ongoing consultation on behalf of its membership. NMCEH will be able to ensure that the services and case management provided at the shelter comprehensively meet the needs of the people staying there. More importantly, NMCEH can assist the City with designing and implementing a longer term system of support services and shelter with the eventual goal of connecting shelter residents with permanent housing.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The City's partner organizations, YouthWorks, Adelante, and Youth Shelters and Family Services, have provided several programs to integrate disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced. In September 2017, the City Council approved a resolution establishing a Homeless Task Force that considered specifically these coordinated efforts. The Office of Affordable Housing participated on this task force to ensure that CDBG and other local housing funds are deployed in ways that prevent homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced.

NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. Additionally, the City directly supports Youth and Family Shelters through local administrative contracts to provide services to assist unaccompanied youth with securing housing, counseling, job training, and family re-unification when possible. CDBG funds will be used in the upcoming program year to provide expanded hours for the Youth Shelters Drop-in Center which provides food, case management and referral for disconnected youth.

In 2015 City Mayor Javier Gonzales signed on to the Mayor's Challenge to End Veteran Homelessness. Local nonprofits have been meeting monthly with the VA to go over the by-name list of homeless veterans and make sure they are all on their way to permanent housing. In 2016 the City met the requirements of the challenge and has continued to maintain the system that helps any newly homeless veterans quickly access housing through VA, state funded or Continuum of Care resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The organizations within CoC that receive ESG funding are The Interfaith Community Shelter and St. Elizabeth Shelters & Supportive Housing. Both organizations work extensively with numberous other service groups in providing assistance to the homeless. Linkage to services include, yet are not limited to Healthcare for the Homeless (medical issues), The Lifelink (housing & counseling), Goodwill (employment and veteran housing), the New Mexico Human Services Department (Medicaid, SNAP and TANF) and the Santa Fe Recovery Center (drug and alcohol treatment). Consumers entering either organization are met with a case manager who assess their needs and assist them in the development of an Individual Service Plan, outlining the goals they wish to accomplish as a client. The case manager

then refers them to the appropriate agency(ies) which will best serve their needs. The Interfaith Community Shelter (ICS) is the only minimal barrier shelter in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS operates in accordance with US Department of Health and Human Services' strategic action plan and provides Resource Days every Tuesday, Wednesday and Friday, year-round. By creating a "one-stop shop" ICS has incorporated within its design a delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Partner Providers include those listed above as well as the VA Administration, the Food Depot, Youth Shelters Street Outreach, Street Homeless Animal Project, Upaya Zen Center, Santa Fe Desert Chorale Choir, Legal Clinic, and Homeless Court.

Also, in an attempt to help create systemic change, the Interfaith Community Shelter and St. Elizabeth follow policies and procedures that prioritize work with numerous inovative City and County programs designed to stabilize those individuals who are high utilizers of emergency, police and hospital services. Staff works closely with the CHRISTUS St. Vincent's HUGS program and the Santa Fe Fire Department's Mobile Integrated Health Office (MIHO), proactive approaches for addressing repeat users of the 911 system through a referral/linkage to services process that provides for the mental health and social needs of the consumer that opens the access doors to these needed services on site and in real time.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SANTA FE CIVIC HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. The SFCHA has received a completed copy of the document for review.
2	**Agency/Group/Organization**	THE LIFE LINK
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
3	**Agency/Group/Organization**	ST. ELIZABETH SHELTER
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with HIV/AIDS Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.

4	**Agency/Group/Organization**	The Housing Trust
	Agency/Group/Organization Type	Housing Service-Fair Housing Business and Civic Leaders Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment HOPWA Strategy Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects.
5	**Agency/Group/Organization**	NEW MEXICO COALITION TO END HOMELESSNESS
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City also works with NMCEH to reduce the length of time all families and individuals remain homeless. Reducing the amount of time was one of the goals of the 2012 Santa Fe Mayor's Task Force on Homelessness. NMCEH now has good tools to measure the length of time people remain homeless and this will be a focus of the newly convened City Roundtable on homelessness this fall. In July of 2018, an update to the plan was presented for City Council approval.

6	**Agency/Group/Organization**	SANTA FE COUNTY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to reviewing the Plan, County staff worked with the City to convene groups of stakeholders to design a strategy for increasing the inventory of rental housing affordable to low-income renters.

Identify any Agency Types not consulted and provide rationale for not consulting

This project is in direct response to a public health emergency. Because of the need to provide immediate relief and support for those experiencing homelessness during the pandemic, the City did not consult with other agencies. However, with the advent of the CONNECT network, the City and County are working closely to mitigate the public health impacts from the pandemic. Likewise, local health providers and the city's homeless shelters are involved with the Midtown Shelter so their input was considered when setting it up.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	New Mexico Coalition to End Homelessness	Seeks to provide comprehensive support services aligned with housing.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability regarding unit inventory and demand; provides basis to shape policy and funding decisions. This document was finalized in January 2017.
PHA 5-Year and Annual Plan	Santa Fe Civic Housing Authority	Many of the goals are incorporated into this plan.
Five Year Plan to End Homelessness (2012)	New Mexico Coalition to End Homelessness	Staff from the Office of Affordable Housing and the Division of Health and Human Services participated on the task force to update the Plan for 2018.
2012-2017 CIP Plan	City of Santa Fe	Project priorities help shape the funding priorities in this plan.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Includes transportation projects for all modes expected to be funded.
Sustainable Land Use Code	City of Santa Fe	SLDC regulates the development and construction of affordable housing units.
Analysis of Impediments	City of Santa Fe	The AI evaluates barriers to fair housing and recommends strategies for mitigating them which is closely related to housing services for low-income people. In 2017, the City submitted the Assessment of Fair Housing which looks at housing through the lens of opportunity.
Fair Housing Assessment 2017	City of Santa Fe	The Fair Housing Assessment evaluates needs and recommends strategies for increasing access to housing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City solicits comments from local service providers (housing, human services, children and youth) and relies on them to outreach directly to their clientele and/or represent the needs of their clientele. Alternate avenues of public outreach were pursued in the 2016 Analysis of Impediments and the 2017 Assessment of Fair Housing. The City updated its Citizen Participation Plan during the 2018-2022 Consolidated Plan planning process with careful consideration of how to conduct more relevant public outreach that brings voices to the discussion that are not always heard to include online surveys and partnering with outside organization events related to specific geographic areas. Polling in the online survey on project's impact on the community and those individuals using the services or in close geographic location, with ties to others who benefited from the subject projects showed a resounding favorability for funding of the 2019 AAP CDBG related activities outlined in the Projects Summary of this year's plan (AP-35).

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation/Summarize citizen participation process and how it impacted goal-setting

For the purposes of this amendment, the City amended its Citizen Participation Plan, allowed by HUD regarding CARES Act funding, as follows. The public will have a minimum of 5-days to review and comment on the amendment, in addition to three (3) public meetings and one (1) public hearing. The City has opted to provide the public 10 days for comments.

A print advertisement will be placed in the *Santa Fe New Mexican* on Friday, June 12, 2020 announcing the public review and comment period and describing how the public can participate. A press release will be issued through the City's Public Information Office with additional information for the public on the availability of the plan and how to submit a comment. Three public meetings and one public hearing are planned according to the following schedule:

- **Community Development Commission public meeting (June 3, 2020)**
- **Public Comment period (June 14 – June 24)**
- **Finance Committee public meeting (June 15, 2020)**
- **Quality of Life Committee public meeting (June 17, 2019)**
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These meetings are open to the public and agendas are available on the City's website. However, due to the coronavirus pandemic and the State of NM's prohibition on mass gatherings, meetings are not held in person. Rather, the public can participate via a Zoom virtual meeting or watch the meetings on the City of Santa Fe YouTube channel which also allows for participants to type questions or comments into the chat box. Note that the Community Development Commission is the only meeting not streamed on YouTube. The meetings can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in languages other than English.

Other conventional modes of outreach will also be implemented including outreach to the press through the City's public information office and notices on the City's Facebook page.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	**Newspaper ad announcing public comment and public hearing: June 12, 2020**			
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	**Community Development Committee Meeting: June 3, 2020 Finance Committee Meeting: June 15, 2020 Quality of Life Committee Meeting: June 17, 2020**			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	**City of Santa Fe Website and Facebook Page**			http://www.santafenm.gov
5	Press Release	Non-targeted/broad community	**Press Release: June 12, 2020**			
6	Electronic Copy Posted	Non-targeted/broad community	**Amendment will be available on the Office of Affordable Housing website for June 2020**			http://www.santafenm.gov
7	Public Hearing	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Public Hearing: June 24, 2020	No comments received.	No comments received.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

This amendment to the Annual Action Plan is specific to the allocation of CARES Act funding from the Department of Housing and Urban Development (HUD) directly to CDBG entitlement communities. The City of Santa Fe's allocation is $361,227.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	**361,227**	**0**	**0**	**361,227**	**2,938,227**	**An amount of $361,227 will be awarded through CDBG from the CARES Act.**
Other	public - local	Housing	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CARES Act funds will be used to pay for the direct costs of providing shelter and services to people experiencing homelessness during the COVID-19 health pandemic. Currently, the City is using local funding and resources to support the operations at the Midtown Shelter by converting dormitory facilities and apartments into housing for people who need a safe place to live. The total cost of operations for 12 months of the shelter is $1,334,000, of which 27% will be covered by the CARES Act funds. This is almost a $4 leverage of local funds for every dollar of federal funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The shelter is located at 1600 St Michael's Drive, the site of the former Santa Fe University of Art and Design (and before that, the College of Santa Fe). The campus is owned by the City so this proposed use of funds will be 100% supported by the use of publicly-owned facilities. Furthermore, the shelter is currently staffed by City staff (who will continue working there for at least the next 6 months) and many related support services (security, maintenance, utilities) are paid by the City.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Opportunities for At-Risk Populations	2019	2020	Affordable Housing Public Housing Homeless	Citywide	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach Diversity of Housing Types AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	**CDBG: $361,227**	**Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted** **Household Housing Unit** **Homeless Person Overnight Shelter: 150 Persons Assisted**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase Affordable Rental Housing Opportunities	2019	2020	Affordable Housing	Citywide	Rental Units & Support Services Rental Rehabilitation Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources	CDBG: 0	
3	Increase Affordable Homeowner Opportunities	2019	2020	Affordable Housing	Citywide	Refinancing Services & Support-Current Homeowners Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Construction of Affordably-priced Homes Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled	CDBG: 0	

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Align Housing Opportunities with Emerging Needs	2019	2020	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	**CDBG: $361,227**	**Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted**
5	AFH Goal1: Create more affordable, quality housing	2019	2020	Affordable Housing	Citywide	Rental Vouchers Refinancing Services & Support-Current Homeowners Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Construction of Affordably-priced Homes Diversity of Housing Types AFH Factor: High Housing Costs	CDBG: $0	

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	AFH Goal 2: Preserve and Improve Existing Housing	2019	2020	Affordable Housing	Citywide	Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock	CDBG: $0	
7	AFH Goal 3: Cont. to work to improve econ. opport.	2019	2020	Non-Homeless Special Needs	Citywide		CDBG: $0	
8	AFH Goal 4: Create more access., afford. qual. hou	2019	2020	Affordable Housing Non-Homeless Special Needs	Citywide	Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	CDBG: $0	
9	AFH Goal 5: Improve access to high quality schools	2019	2020	Non-Housing Community Development	Citywide	Support Services for Homeless and At Risk Rental Units & Support Services AFH Factor: Access to Schools & Transportation	CDBG: $0	

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	AFH Goal 6: Strengthen access to fair housing	2019	2020	Fair Housing & Renter's Rights	Citywide	Homebuyer Training and Counseling AFH Factor: Fair Housing Information and Resources	CDBG: $0	

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Opportunities for At-Risk Populations
	Goal Description	Increased Opportunities for At Risk Population-Reduced Rate of Households with cost burden: Preventing homelessness through rental vouchers, emergency assistance, support services expanding rental choices for households earning less than 30% AMI, providing rehab services for rental properties serving very low income renters, improving outreach efforts to mono-lingual Spanish speakers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
2	**Goal Name**	Increase Affordable Rental Housing Opportunities
	Goal Description	Increased Affordable Rental Housing Opportunities- Inventory of very low income rental units and vouchers is expanded to meet increased demand: Supporting LIHTC projects and the provision or retention of permanent, subsidized rental units, rental units reserved for persons transitioning out of homelessness, rehabilitating existing rentals to expand choice and housing quality, identifying additional funding sources and/or creating revenue streams to fund local rental vouchers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 4. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

3	**Goal Name**	Increase Affordable Homeowner Opportunities
	Goal Description	Increase of Affordable Homeownership Opportunities-Increased homeownership opportunites and support for long term affordability and accessibility for current homeowners: Continuing mortgage principal reduction loans, homebuyer counseling and training services, production of affordably-priced homes, supporting partnerships with nonprofits, for-profit builders and other housing providers, considering acquisition/rehab programs to absorb existing market supply, funding energy efficiency upgrades, continuing foreclosure prevention and legal aid and refinancing services for existing homeowners, offering accessibility improvements to help "age in place" and multi-generational transfers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 4. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
4	**Goal Name**	Align Housing Opportunities with Emerging Needs
	Goal Description	Address Emerging and Current Needs and Changing Demographics-Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment objectives and sustainability goals: Supporting non-traditional housing types and live/work housing, including housing as a required component of redevelopment projects, prioritizing housing that is located in transit corridors, has access to community facilities, accommodates live/work or other flexible scenarios, is aimed at the "creative" worker, can accommodate needs of aging residents, achieving high standards of sustainability through green building, design, and alternative energy sources. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 3. Continue to work to improve economic conditions of persons with disabilities 5. Improve access to high quality schools and public transportation
5	**Goal Name**	AFH Goal1: Create more affordable, quality housing
	Goal Description	This AFH goal corresponds to Consolidated Plan goals: 1, 2, 3, 4. The following milestones and metrics are established in the AFH to guide the achievement of this goal: support 60 rental units (min); revise SFCC 26-1 to require <50%AMI units in LIHTC (15 units); dedicate local funding to rental assistance to support 40 renter HH; DPA + homebuyer support services to 30 HH; revise SFCC 26-1 to create menu of compliance options to support inclusion of 100 rent-restricted units in market rate projects.

6	**Goal Name**	AFH Goal 2: Preserve and Improve Existing Housing
	Goal Description	*This goal corresponds with Consolidated Plan Goals: 1, 2, 3. Metrics and milestones include: continue support of emergency repair grants to serve 15 – 30 HH; continue support of emergency repair loans to serve 10 – 15; design program for historic districts to offset costs of repair to serve 3 – 5; rehab of affordable rental units and soft costs for construction of new affordable units to add 145 affordable units in the rental market.*
7	**Goal Name**	AFH Goal 3: Cont. to work to improve econ. opport.
	Goal Description	The metrics and milestones associated with this AFH goal are to establish and expand job creation opportunities for under-employed workers with disabilities. This work would be supported by the City's Office of Affordable Housing but is carried out primarily by other City divisions, government agencies and nonprofit partners. None of the funding would be housing-related.
8	**Goal Name**	AFH Goal 4: Create more access., afford. qual. hou
	Goal Description	This AFH goal correponds with Consolidated Plan Goals: 2, 3. Metrics and milestones include focusing housing rehabilitation programs (both homeownership and rental) on serving the needs of the disabled, including the mentally ill, chronically ill, developmentally disabled, mobility-impaired and those in recovery to rehab an additional 10 - 15 housing units. Also, this goal necessitates supporting the efforts of current homeless and special needs providers to link resources and align the provision of services. This would build on the model established by the NMCEH in its successful effort to meet the USICH's criteria for ending veteran homelessness.
9	**Goal Name**	AFH Goal 5: Improve access to high quality schools
	Goal Description	This AFH goal does not have a Consolidated Plan equivalent because it is not directly related to housing; however, it establishes the following metrics and milestones: align housing resources with efforts serving young people at risk of being homeless; align housing resources with school based social services and workforce training/support program; align housing resources with transit planning to expand services and improve access.
10	**Goal Name**	AFH Goal 6: Strengthen access to fair housing
	Goal Description	This AFH Goal corresponds with all Consolidated Planning Goals; however it is directly related to the City's obligation to further fair housing. Metrics and milestones include: continuing to support fair housing training (1 event/year) through donation of City meeting space, assistance with marketing, PSAs with trainers, etc.; dedicating local resources to support bi-lingual Landlord/Tenant counseling and assistance through Hotline, including focus on Landlord responsibilities under FHA (serving 300 renters/year).

Projects

AP-35 Projects – 91.220(d)

Introduction

In March of 2019, the State of NM issued a stay at home order for New Mexico residents to stem the tide of the coronavirus. In response, the City dedicated dormitory beds and apartments at the Midtown campus property to house people who did not have homes or safe places to shelter in place. A primary goal for the City's creation of the Midtown shelter was to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective was to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests could be discharged, as well as sheltering people leaving detox/recovery programs or detention centers.

This Action Plan Amendment proposes to use CARES Act funding to supplement the City's operation of the Midtown Shelter. The New Mexico Coalition to End Homelessness will act as the City's fiscal agent to hire staff and ensure that health care and programming is comprehensive and relevant to the people housed at the campus.

Projects

#	Project Name
1	Homewise Mortgage Principal Reduction
2	Santa Fe Habitat Home Repair
3	Santa Fe Civic Housing Authority Calle La Resolana LIHTC
4	Santa Fe Civic Housing Authority Villa Consuelo Rehabilitation
5	Youth Shelters and Family Services TLP/Cold Weather Shelter Security System
6	SFPS Adelante Expanded School Liaison Project
7	Coming Home Connection-Casa Cielo
8	Interfaith Women's Summer Safe Haven Shelter
9	Youth Shelters and Family Services Street Outreach Program
10	Project Administration
11	Housing Trust Principal Reduction
12	**NMCEH - Midtown Shelter**

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

This project will directly address the highest and immediate need in the community which is to protect public health as related to the COVID-19 pandemic. Another goal is to improve the individual health outcomes of individuals and families experiencing homelessness who do not have a home or a safe place to be quarantined and remain socially distant. A longer term goal is to connect these shelter residents to supportive services and permanent housing. NMCEH was selected as the City's partner because of its organizational effectiveness, its ability to leverage funding for the project, and to positively and sustainably impact the most individuals in need.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Homewise Mortgage Principal Reduction
	Target Area	Citywide
	Goals Supported	Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Mortgage Principal Reduction Homebuyer Training and Counseling Fair Housing Outreach
	Funding	CDBG: $338,000
	Description	Mortgage principal reduction assistance for households under 80% AMI. 10-15 Households: $20K limit per h/h. Organizational Mission: To help create successful homeowners so that they improve their financial well being and contribute to the vitality of the community. Project Services: Assist 10-15 homeowners earning below 80% AMI in the City of Santa Fe to establish home ownership through mortgage reduction assistance services. This project addresses the following goals from the AFH:1. Create more affordable, quality housing that is equitably distributed throughout the City. Create more accessible, affordable, quality housing, to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords. Of the $330,000: $188,000 sourced from CDBG 2019 funding and estimated $150,000 from anticipated Program Income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Mortgage principal reduction assistance for households under 80% AMI. 10-15 Households: $20K limit per h/h.
	Location Description	1301 Siler Rd., Santa Fe, NM 87507
	Planned Activities	Homewise will provide mortgage principal reduction assistance to homebuyers who qualify and have completed educational requirements for eligibility.
2	**Project Name**	Santa Fe Habitat Home Repair
	Target Area	Citywide

	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Homeowner Opportunities AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Homeowner Rehab, Upgrades and Retrofits AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $124,715
	Description	Emergency repairs for homeowners earning below below 60% AMI (CDBG). Limit of $10K per h/h. Organizational Mission: Santa Fe Habitat for Humanity promotes affordable home ownership for Santa Fe area residents by constructing simple, adequate and safe houses through the cooperative efforts of volunteers, partner families, donors and staff. Project Service: Will provide home repairs for 20-29 households earning less than 60% AMI.This project addresses the following AFH goals:1. Create more affordable, quality housing that is equitably distributed throughout the City. Preserve and improve existing housing occupied by low and moderate income renters and owners. Create more accessible, affordable, quality housing, to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	30 Households earning less than 60% AMI. (Historically this program serves majority of elderly homeowners earning less than 50% AMI).
	Location Description	2520 Camino Entrada Ste. A, Santa Fe, NM 87507
	Planned Activities	Habitat for Humanity will provide emergency home repair for homeowners who qualify for the assistance.
3	**Project Name**	Santa Fe Civic Housing Authority Calle La Resolana LIHTC
	Target Area	
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing

	Needs Addressed	Rental Units & Support Services AFH Factor: High Housing Costs AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $47,100
	Description	Predevelopment, acquisition and soft costs for (45) Affordable rental unit development. Organizational Mission: To improve the living environment of low to moderate income families served by creating and sustaining safe, decent and affordable housing that fosters stability and increased self-sufficiency. The agency promotes personal, economic and social upward mobility by providing individuals and families the opportunity to make the transition from subsidized to non-subsidized housing. The mission emphasizes the efficient and successful management of resources in today's time of transition. Over the past twenty years, the SFCHA has collaborated with local non-profit agencies to make significant progress toward this mission. Project Service: The Santa Fe Civic Housing Authority will develop an affordable townhouse unit style on Calle La Resolana. The development will provide housing for 45 households earning below 80% AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	45 households earning less than 80% of AMI will be served to include (11) ELI and (34) LI.
	Location Description	1115 Calle La Resolana, Santa Fe, NM 87507
	Planned Activities	Santa Fe Civic Housing Authority will provide pre-development activities for affordable rental development comprised of 45 units.
4	**Project Name**	Santa Fe Civic Housing Authority Villa Consuelo Rehabilitation
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Rental Rehabilitation AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $47,100

	Description	Villa Consuelo offers 100 Infill Rental Units and Support Services for Low Income households at or below 50% AMI. Funds will be used for soft costs associated with rehabilitation of 100 units to replace HVAC, windows, floor coverings, bathrooms and kitchens and bring each unit into 100% ADA compliance. Organizational Mission: To improve the living environment of low to moderate income families served by creating and sustaining safe, decent and affordable housing that fosters stability and increased self-sufficiency. The agency promotes personal, economic and social upward mobility by providing individuals and families the opportunity to make the transition from subsidized to non-subsidized housing. The mission emphasizes the efficient and successful management of resources in today's time of transition. Over the past twenty years, the SFCHA has collaborated with local non-profit agencies to make significant progress toward this mission. Project Service: The Santa Fe Civic Housing Authority will rehabilitate the affordable units at Villa Consuelo which are inhabited by individuals earning at or below 50% AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of (100) households earning less ELI-MLI, mainly seniors, will benefit from the rehabilitation of the rental units.
	Location Description	1200 Camino Consuelo, Santa Fe, NM 87507
	Planned Activities	Santa Fe Civic Housing Authority will rehabilitate 100 affordable rental units.
5	**Project Name**	Youth Shelters and Family Services TLP/Cold Weather Shelter Security System
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Emergency Shelter
	Funding	CDBG: $21,660

	Description	Security system expansion for the TLP/Cold Weather Shelter serving (30) ELI-LI youth ages 17-21. Organizational Mission: Youth Shelters and Family Services (YSFS) delivers life-changing solutions to homeless, runaway and in-crisis youth by providing shelter and addressing health, safety, education and workforce opportunities so they can achieve lifetime independence. Project Service: YSFS will install an expanded security system for the Youth Emergency Shelter and Transitional Living Program/Cold Weather Shelter in order to increase mitigation of unauthorized resident contact with non-residents, flight of minors, co-mingling, and provide security for on-site staff.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (30) individuals ages 17-21 will benefit from the proposed project. The Youth Emergency is a 24-hour safe haven for youth in crisis ages 10-17. The Transitional Living Program is a supervised home and apartment setting for youth ages 17-21 attending school, job training, or working as youth transitioning to independence. The Cold Weather Shelter is a winter emergency shelter with 8 beds where youth can stay nightly during the coldest months.
	Location Description	4435 Airport Rd., Santa Fe, NM 87507
	Planned Activities	Youth Shelters and Family Services will expand the security system for the TLP and the Cold Weather Shelter.
6	**Project Name**	SFPS Adelante Expanded School Liaison Project
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs AFH Goal 4: Create more access., afford. qual. hou AFH Goal 5: Improve access to high quality schools AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Support Services for Homeless and At Risk Fair Housing Outreach AFH Factor: High Housing Costs AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $32,970

	Description	The liaison project links Adelante parents, their children K-12. Organizational Mission: The Santa Fe Public School (SFPS) Adelante Program works to strengthen opportunities for the academic achievement and life success of Santa Fe children and youth who are experiencing homelessness. Based on the federal McKinney-Vento Homeless Assistance Act, SFPS Adelante Program is part of the Santa Fe Public Schools and a fiscal project of Santa Fe Partners in Education Foundation. Services are bilingual and include advocacy, tutoring, evening programs, case management and providing material aid such as school supplies and clothing. Project Services: SFPS Adelante will provide staffing for multi-level, bilingual services to students and their families. The increased staffing will facilitate and expand access to long term, stable housing for a minimum of eight hundred and fifty (950) children, youth and their families experiencing homelessness. Children ages birth through five years of age, receive appropriate support in order to be prepared for Kindergarten. School age children experiencing homelessness receive the appropriate support to succeed in school. School age youth that are disconnected from school and experiencing homelessness will receive support to re-engage with school or attend an alternative program with career pathways.This project incorporates actions from the following AFH Goals: 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (950) youth and ELI/and or Homeless families will benefit from the proposed activities.
	Location Description	1300 Camino Sierra Vista, Santa fe, NM 87505
	Planned Activities	SFPS Adelante will provide housing and educational support services to youth and their families qualifying as homeless through McKinney-Vento.
7	**Project Name**	Coming Home Connection-Casa Cielo
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations AFH Goal 4: Create more access., afford. qual. hou
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Accessible Housing for Disabled
	Funding	CDBG: $18,856

	Description	Staffing for End of life home and services for 15 Homeless, ELI and LI individuals. Organization Mission: For over ten years Coming Home Connection has provided skilled and compassionate in-home care to those in need in Santa Fe and the surrounding counties. They provide unique volunteer-hybrid model combines free and low-cost care, administering services to a wide range of people regardless of their ability to pay. Caregivers, all of whom are trained and background checked, are committed to honoring the dignity and privacy of each care recipient, and providing the highest quality of care. Project Goals: Casa Cielo will provide staffing specializing in care for the end-of-life and hospice support, for (15) elderly, indigent and ELI-LMI individuals facing end of life housing and care needs.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (15) homeless, ELI-LMI individuals facing the end of their life will benefit from the proposed activities.
	Location Description	418 Cerrillos Rd. #27, Santa Fe, NM 87501
	Planned Activities	Coming Home-Casa Cielo will provide end of life services and housing for individuals facing terminal illness and/or are at the end of their life stage.
8	**Project Name**	Interfaith Women's Summer Safe Haven Shelter
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $28,000
	Description	Staffing for Support Services/Emergency Shelter: WSSH will provide safety, security and community for 160 women and their children from May through October 2019. Organizational Mission: Interfaith Community Shelter offers hope and a safe place for anyone who is homeless or vulnerable as they overcome adversity, providing short-term survival services and long-term services in collaboration with other local service provider partners. Project Service: Interfaith will increase staffing for the Women's Summer Safe Haven (WSSH).This project incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Create more accessible, affordable, quality housing to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (160) homeless/at risk for homelessness ELI to LI women and their children will benefit from the proposed activities.
	Location Description	2801 Cerrillos Rd., Santa Fe, NM 87505
	Planned Activities	Interfaith Shelters will provide shelter services for women and their children who are homeless or at risk for homelessness from May-October in 2019 and May-June in 2020.
9	**Project Name**	Youth Shelters and Family Services Street Outreach Program
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $18,840
	Description	Funding will provide staff for outreach services at the Interfaith Community Shelter during the Winter season and during year-round Resource Center hours. Additional relief staff hours will continue at the drop in center to ensure shifts are covered. Organizational Mission: Youth Shelters and Family Services (YSFS) delivers life-changing solutions to homeless, runaway and in-crisis youth by providing shelter and addressing health, safety, education and workforce opportunities so they can achieve lifetime independence. Project Service: YSFS will provide staffing for street-based critical services such as food, water, clothing emergency aid supplies, tents, backpacks, sleeping bags and blankets to six hundred and fifty (400) ELI youth up to age 21. The Street Outreach Program also has a Drop-in Center where youth who do not have a safe place to live can shower, do laundry and receive case management support services.This project incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum number of (400) homeless/ELI-LI individuals will benefit form the proposed activities.
	Location Description	402 S. St. Francis Dr., Santa Fe, NM 87501

	Planned Activities	Youth Shelters and Family Services will provide outreach and linkage to housing services to youth and young adults who are homeless or at risk for homelessness.
10	**Project Name**	Project Administration
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $131,810
	Description	Administrative and staff activities associated with CDBG projects and services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated total number of (1,700) ELI-MI individuals and households to benefit from the proposed CDBG projects.
	Location Description	500 Market Street, Suite 200, Santa Fe, NM 87501
	Planned Activities	Administration of 2019-20 CDBG projects.
11	**Project Name**	Housing Trust Principal Reduction
	Target Area	Citywide

	Goals Supported	Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Mortgage Principal Reduction AFH Factor: High Housing Costs
	Funding	CDBG: $50,000
	Description	Provide mortgage reduction assistance for homeowners 80% AMI and below through Program Income. Of the $50,000 expected in resources, 100% will be Program Income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that approximately three households will benefit from this mortgage reduction assistance activity funded through the generation of Program Income.
	Location Description	1111 Agua Fria St., Santa Fe, NM 87501
	Planned Activities	Mortgage reduction assistance provided for up to three households earning 80% or less of AMI.
12	**Project Name**	**NMCEH Midtown Shelter**
	Target Area	**Citywide**
	Goals Supported	**Increase Opportunities for At-Risk Populations** **Align Housing Opportunities with Emerging Needs**
	Needs Addressed	**Emergency Shelter** **Support Services for Homeless and At Risk**
	Funding	**CDBG: $361,227**
	Description	**Provide oversight for the operation of the Midtown Shelter, including case management (connecting residents to support services) and managing the facility (cleaning, maintenance, etc.)**
	Target Date	**6/30/2021**
	Estimate the number and type of families that will benefit from the proposed activities	**It is anticipated that approximately 150 individuals and families will be housed at the shelter.**
	Location Description	**1600 St Michael's Drive, Santa Fe, NM 87505**
	Planned Activities	**Mortgage reduction assistance provided for up to three households earning 80% or less of AMI.**

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Community Development Commission placed the highest funding priority on affordable housing and provided related services citywide, rather than focusing on a specific area or neighborhood. Though it is desired to utilize CDBG towards rental units such as the Soleras Station project and additional rental developments in the Midtown Campus Qualified Census Tract, the developer expense of constructing these is challenging in the absence of Low Income Housing Tax Credits. One LIHTC project (Calle La Resolana) chosen this year will be developed along the main corridor of the City near Cerrillos Rd and will serve a growing area of need. The LIHTC application and award timeline does not often synchronize with that of CDBG; however, if future projects of this type are awarded and CDBG funding becomes available later in the year, it can be used towards them, such as in the case of Stage Coach Apartments in previous years.

The final high priority of the CDC is funding ***public facilities*** that most closely serve households transitioning out of homelessness as well as funding ***public services*** that help very low income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All programs for the 2019 CDBG program year will serve extremely low to moderate-income residents throughout the City as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with more population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also

the same standard for home improvement funds. Likewise, public service programs that serve at risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve the City's housing opportunities. Reflecting that objective, the funded projects in this plan serve the homeless both through public services that provide support and referral to housing as well as end of life needs for homeless and/or ELI-LMI individuals. The public service projects are Adelante School Liaison, Youth Shelters Outreach and Drop In, Interfaith Shelter's Women Safe Haven, Coming Home Connection-Casa Cielo. Installation of an expanded security system for the Youth Shelters and Family Services TLP/Cold Weather Shelter is a facility improvement project to serve homeless youth to young adults. Maintenance of homes and energy efficiency upgrades with home repair assistance and affordable rental rehabilitation projects include Habitat for Humanity Home Repair and the Santa Fe Civic Housing Authority-Villa Consuelo Apartments rehab. An additional development project of affordable rental units with an emphasis on sustainable design is the Santa Fe Civic Housing Authority-Calle La Resolana which are also included in 2019-2020 funding. Finally, home ownership opportunities are increased for LMI households through the Homewise-Mortgage Principal Reduction Assistance project. Delivery of these services is provided through the City's network of nonprofit partners which ensures they are effective, responsive and timely.

One Year Goals for the Number of Households to be Supported	
Homeless	**150**
Non-Homeless	158
Special-Needs	0
Total	**308**

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	45
Rehab of Existing Units	130
Acquisition of Existing Units	0
Total	175

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Households shown above to be supported through CDBG funded affordable housing in 2019-20 include estimates of (158) households receiving support through downpayment assistance and affordable rental developments. Calle Resolana will provide (45) new units, Habitat for Humanity and Villa Consuelo projects will provide (130) rebabbed units. The total projects addressing homelessness for the 2019-20 fiscal year will serve the following through public service and shelters: 950 households served through Adelante; 160 women provided shelter at the Women's Safe Haven; 400 youth households reached through outreach and other services; 3 through the Coming Home Connection End of Life services; and 30 through the Youth Shelters and Family Services TLP/Cold Weather Shelter security system expansion. Non-homeless households include: 30 households provided home repair and energy efficiency upgrade assistance; 100 households served with rehabbed, affordable apartment rental units; 45 households served with new affordable rental units; 12 individuals provided with end of life services through Coming Home Connection-Casa Cielo and 12 households provided with homeownership opportunities through mortgage principal reduction assistance with Homewise. The 2019-2020 projects listed also address the fair housing goals outlined in the City's AFH Plan.

In addition to the above stated CDBG funded projects, a LITHC mixed-use development proposal was approved for 65 units at the Siler Yard to be completed in 2020.

This amendment proposes directly addressing the shelter and services needs of 150 individuals and families, who are currently unhoused during the COVID-19 pandemic. The dual purpose of this project is to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective is to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests can be discharged, as well as sheltering people leaving detox/recovery programs or detention centers who would otherwise be vulnerable to infection.

AP-60 Public Housing – 91.220(h)

Introduction

This section describes how the City and the local housing authorities will work together to address the needs of residents of public housing, Housing Choice Voucher holders and other extremely low income residents.

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 490 units of public housing, and manages 670 housing choice vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families. Currently, 269 people are on the public housing waiting list for a housing authority apartment unit, and approximately 171 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for public housing. The wait for a unit is between 18 and 24 months; however, the waiting list is only open on a lottery basis at designated times during the year.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. For the upcoming year, funds will be used to rehabilitate public housing units to bring them up to current code requirements, improve energy efficiency, and update other quality of life amenities.

As noted in the project list, the Santa Fe Civic Housing Authority, will update 100 units at Villa Consuelo and were granted CDBG rehab funding for soft costs associated with this project.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Both PHAs provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHAs are not designated as troubled.

Discussion

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. The City has to subordinate and amend its lease agreements with the housing authority every time a funding application is submitted. During the program year, the City expects to put out for RFP the donation of another parcel of City-owned land and anticipates that the housing authority will submit a proposal to develop approximately 60 units of affordable rental housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent “at-risk” populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City has incorporated the mission of "Built for Zero" (BFZ) to address chronic homelessness in 2019. The BFZ project is a national, evidence based model used to end homelessness: https://www.community.solutions/what-we-do/built-for-zero. The first step to the model is to identify those who are homeless by August 2019, within the community, by name, followed by a strategic, coordinated outreach and networking system of linking homeless individuals and families to services as well as housing. The goal indicator for the BFZ program is a significant reduction (30%) in homelessness by January 2020. Service prioritization is made through the development of a simplified VI-SPDAT (Vulnerability Index-Service Prioritization Decision Assistance Tool). Finance consultants at Community solutions, the umbrella organization for the BFZ program identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing that will remain tied to the coordinated entry system providing a continuous housing supply for those in need.

Those who are facing homelessness or special needs are now able to benefit from long range transportation for access to VA services in Albuquerque and SOAR model benefits application assistance through YSFS, Life Link and Adelante. These are added services that are currently provided by organizations throughout the City and greatly contribute expanding access for consumers.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

All of the city’s nonprofit partners who work with homeless persons have extensive outreach activities and the City will be working to better coordinate outreach to make sure we are reaching everyone. The Resource Center called Pete’s Place, is part of the existing Interfaith Shelter and offers emergency beds

in winter, meals and clothing. Most importantly, the organization brings together outreach coordinators to provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at Pete's Place, which is partially funded through local funds allocated through the City's Human Services Division. In response to direct community need, Interfaith proposed the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season. For the 2019-20 program year, the City allocated CDBG funds to provide safe shelter for women and expect to serve up to 160 women and their children.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic and veteran homelessness in participating communities. Since Santa Fe has met the federal benchmarks for effectively ending veteran homelessness, current efforts will concentrate on housing all of those in the City who are chronically homeless. The coordinated entry system will be used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the approximately 100 individuals who are currently chronically homeless in Santa Fe.

Addressing the emergency shelter and transitional housing needs of homeless persons

The NM Coalition to End Homelessness is uniquely situated to act as the City's fiscal agent for the disbursement of these funds because its member agencies are the community's main providers of emergency shelter and supportive services for homeless people. As the coordinator of this network and other federal funds, NMCEH will be able to ensure that the services and case management provided at the shelter comprehensively meet the needs of the people staying there. More importantly, NMCEH can assist the City with designing and implementing a longer term system of support services and shelter with the eventual goal of connecting shelter residents with permanent housing.

St. Elizabeth operates two emergency shelters and three longer-term supportive housing programs. Its Men's Emergency Shelter has 28 year-round beds along with a library, TV room, laundry, showers and intensive case management. *Casa Familia* has 10 beds for single women, eight rooms for individual families, and can accommodate up to 30 people, depending on family size. It also has a TV/play room, dining room, laundry and donations room where clothing and toys are available for guests. These shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues and both have a program manager, case managers and supervisory staff. *Casa Cerrillos* is a permanent housing program with 28 apartments for adults with disabilities, many with co-occurring substance abuse problems. Siringo Apartment is a permanent housing program with eight

apartments for seniors. *Sonrisa Family Shelter is a transitional housing program* with eight apartments for families with children. It has a two-year stay limit within which time families are expected to have overcome the issues leading to their becoming homeless and have saved enough funds to successfully move in to housing of their own. All three supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

Interfaith Community Shelter is a largely volunteer agency consisting of 40+ faith and community groups and nearly 2,000 active volunteers. ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, the three components of programming are the Seasonal Night Shelter; the Day Services Program; and the Women's Summer Safe Haven. Resource Days operate three days a week, year round, with 12 partner provider agencies.

Life Link, established in 1987 in a motel, has evolved into a highly effective behavioral health and supportive housing center. At *La Luz*, 24 apartment units and an additional 74 City wide scattered-site units are provided to people with mental illness and other co-occurring disorders, based on the permanent supportive housing model. Life Link provides extensive outpatient treatment, pyscho-social rehabilitation, homeless prevention and rental assistance, peer support services and onsite healthcare screening.

Esperanza is a full service organization offering advocacy, counseling, case management and legal advocacy for survivors of domestic violence. It operates a 24/7 Crisis hotline 1-800-473-5220, as well as, a shelter that can house up to 32 people. The organization also offers comprehensive non-residential counseling services.

Youth Shelters and Family Services. Youth Shelters and Family Services helps hundreds of homeless, runaway, and at-risk youth each year. The organization annually provides thousands of bed nights for youth through its emergency shelter, cold weather shelter, transitional living, and rapid rehousing programs. In addition, services are provided through the organization's drop-in center, street outreach, counseling center, pregnant and parenting initiative, youth appropriate referrals, case management, skill building services and activities geared toward self-sufficiency and readiness for adulthood. Youth ages 10-17 can stay at the emergency shelter for 1 - 90 days, youth ages 17-21 can stay in the transitional, apartment-style living units for up to 18 months, and youth ages 18-24 can stay in the scattered site rapid rehousing apartments for up to 2 years.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". A newly formed Homeless Task Force began meeting in October of 2017 to analyze and provide recommendations to the Governing Body "to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience." The task force reported back to the Governing Body and these recommendations shaped the 2018-2022 Consolidated Plan planning process. Also, the NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City of Santa Fe has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and the soon-to-be finished Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. The City has contributed financially in various ways to each of these projects. During the 2019-20 program year, the City proposes to use $47,100 of funds to support the rehabilitation of Villa Consuelo Apartments, a 100-unit property that provides housing for at risk populations earning at or less than 50% AMI. The Coming Home Connection-Casa Cielo program will provide hospice beds for a minimum of 3 homeless individuals and 12 ELI-LMI at risk for homelessness individuals facing end of life needs.

An important component to the shelter provided at Midtown is matching residents with the necessary social services to meet and improve the other social determinants of health. Another piece is to streamline outreach with connecting people to shelter The City anticipates that the Midtown Shelter will provide the basis for better data collection (understanding who is homeless and who needs help) and integrating them into a coordinated system of social services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's CDBG entitlement funds and local funds will be used used to support those with special needs through Adelante, Life Link, the Interfaith Shelter programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or

to make the transition to permanent housing. The City's Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter for youth with special needs and/or at risk of homelessness), Interfaith (Women's and Community Shelter for women with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless students in Santa Fe Public Schools. CDBG funds are being used to provide enhanced security for homeless youth (Youth Shelters and Family Services TLP/Cold Weather Shelter), as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters. Casa Cielo is a new program funded through CDBG for 2019-2020 and will address the needs of elderly and/or terminally ill individuals facing end of life transitions. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of at-risk-for-homelessness-serving organizations (LifeLink, SFPS Adelante Program, YouthWorks and the Santa Fe Recovery Center) These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors and those starting a new chapter toward addiction recovery within the community. It was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents.

The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems.

A primary focus for the project proposed in this amendment is to streamline the placement into housing of people being discharged from institutions, detention centers and recovery programs. Without a safe and socially distant place to stay, many of these people would be even more vulnerable to infection than the average person.

Discussion

See above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development--particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice and has submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the new federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities. Some of the barriers or impediments to affordable housing identified in the 2011 AI still exist according to the 2016 analysis and mitigation steps are incorporated in the 2018-22 Consolidated Plan as well as the 2019 Annual Action Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

1. Lack of affordable housing; efforts are being made to introduce an ADU ordinance which will ease restrictive Land Use codes for building accessory dwellings, and therefore, provide incentive for infill development and increased accessory dwelling housing throughout the City.
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, *and* the lack of public transportation; CDBG projects funded through the RFP process are scored based upon livability and sustainability to include higher scoring for walkability to services, transportation and quality schools.
3. Lack of fair housing information and supportive services; The City's Fair Housing Assessment is accessible to the public on the City website and is updated every few years. The Annual Action Plan and projects chosen for the year are largely influenced by the needs outlined in the FHA.
4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice; one quarter of these survey respondents identified this as a "very serious" contributing factor; The public engagement survey application of MetroQuest, will be incorporated into the outreach plan and used to provide an online venue, accessible through the City's website and social media. The application will be utilized to attract a more demographically diverse representation in voices and opinions to be shared throughout the City.

The City works with Spanish speaking fair housing advocates that actively meet with approximately 75 local small businesses and non-profit organizations that distribute fair housing literature published by the City and describe tenant rights.

The City of Santa Fe has been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These include the Siler Road corridor and the Midtown Local Innovation Corridor District, or Midtown LINC, at St. Michael's Drive.

Currently in place, an amendment to the City's Chapter 26 of the city's code which governs the Santa Fe Homes Program and allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, averaged over three income tiers, and HUD's Fair Market Rent. In the upcoming year, the code will sunset and will be amended to appropriately charge fee amounts, provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The objective is to generate enough revenue to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen up some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

Discussion:

The most recent data shows a current occupancy of almost 98 percent for all rental housing in Santa Fe. In the furtherance of planned actions to ameliorate barriers, the City has researched development proposals with the Land Use department, affordable housing service providers and with the County and as a result, provides general information on developments in this section. The Office of Affordable Housing is tracking the following apartment development proposals that have come up within the past year which are in varying stages:

Rodeo Village: a proposed 188-unit market-rate apartment project located on Rodeo Road, just west of St. Francis Drive and adjacent to the railroad tracks. The site area is just over eight acres, and the project will include multiple buildings of two and three stories, plus amenities to include a fitness center and pool. Construction is anticipated to commence by the end of 2019.

Gerhart Apartments: A 258-unit apartment complex proposed for an approximate 11-12-acre site on South Meadows Road in SW Santa Fe. It has not received development approvals, but was recently awarded an upgrade in zoning from R-1 to R-21. All units would be available at market rent (no income-

restricted) and would target a mid-price apartment tenant. At this time, an affordable housing payment fee-in-lieu has been discussed.

Madera Apartments: A 355-proposed apartment complex that is currently seeking land use approvals for a zoning change to accommodate higher density use. Located near Gerhardt and with easy access to the bypass route, the units could provide much needed workforce housing for those commuting downtown or even to Albuquerque.

Markana Apartments: A 188-unit project in the development approval process that is proposed for a 7-acre site near Home Depot. The units will be rented at moderate rents and residents will have easy access via transit to Santa Fe's main commercial areas.

Turquesa Apartments: A 240 unit apartment project that has received final approvals from the Planning Commission. Located near the Santa Fe Place Mall, the site offers great access to shopping, transit, other amenities and the Arroyo Chamiso bike trail.

Vizcaya III: the final phase of an existing rental property, this project will offer 52 units, with a mix of 1 and 2 bedroom sizes. The site is located near shopping areas, transit and a trail connection to the Arroyo Chamiso trail.

Capital Flats: this project is located in a redeveloping mid-town area near the Capital Station Railrunner Station and will provide 139 studio, 1BR and 2BR units. The property is within walking distance of several retail centers and the Rail Trail which connects to the Acequia Trail and the Arroyo Chamiso trail for bicycle and pedestrian connectivity.

Acequia Lofts: this multifamily community is planned for site off Agua Fria road, in a transition area between single family neighborhoods and the more commercial and mixed use areas near the intersection with Siler Road. 120 units will be built in a combination of 1BR and 2BR sizes. The site is located near the River Trail and easy biking distance of downtown, shopping areas, and community amenities.

AP-85 Other Actions – 91.220(k)

Introduction:

This section describes additional efforts to address obstacles to meeting underserved needs, promote efforts to coordinate and facilitate the many elements related to housing, create suitable living environments, and promote economic development for low and moderate income persons.

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many locals to afford housing. As noted earlier, the recession helped to level out skyrocketing appreciation, which has made homeownership more affordable for those with moderate incomes. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the lack of available resources. With continuing reductions in the available resources, the number of people and the extent to which they can be served is declining. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. However, recovery from the damage that was done to the financial status of many households, especially low and moderate income households, is still slow; for many, recovery has not happened. The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the community's needs.

Even before the economic downturn, a common obstacle to the underserved need of homeownership for Santa Fe residents was lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs.

A focus in 2018 as well as 2019, has been on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic

vitality, quality of life and social equity for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services. The Youth and Family Services Division funds several programs that serve homeless and those with special needs and the City's Office of Affordable Housing provides funding to support homebuyer training and counseling and support for existing homeowners through home repair, refinancing, and Home Equity Conversion Mortgages (HECM).

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and 15% for rental units. As mentioned in AP-75, an ordinance amendment allows for a fee in lieu to be paid, by right, for multi-family rental development. The fee is calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees. The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is

required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe's housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an already existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled "Protect Your Family from Lead in Your Home" is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City will work toward implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects breaking ground in 2019-2020 will provide continuity in 2019 for this focus.)
- Fund a local housing voucher program to provide assistance to the homeless and near homeless; (Local funds will support a voucher program administered through Life Link.)
- Modify the Santa Fe Homes Program (SFHP) so that the rental requirement is relevant to the housing needs in the community. (Underway)
- Work with for-profit and non-profit organizations to develop one new multi-family, mixed income rental property. Total units not to exceed 100 per project (Support for the Siler Yard is ongoing);
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe.

Specific programs that reduce the number of poverty level families are:

- Conserve and maintain Santa Fe's existing housing stock and residential neighborhoods.
- Continue to support rehabilitation loan programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water

heaters.

- Support the SFCHA's ongoing RAD conversion projects to renovate public housing units, building new units when feasible.

Actions planned to develop institutional structure

During the current program year, the City will continue the successful institutional delivery efforts and, when needs arise, work with partners to address those challenges with program delivery.

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner as possible. The sub-grantees are then able to leverage additional programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The main strengths of the current institutional delivery system is the wide range of services provided by the City or the funding of Non-profit organizations to offer an array of services to low to moderate income residents. The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2019 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at risk youth and people with special needs and disabilities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, the newly formed Mayor's Task Force on Homelessness, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development for the increase of affordable

workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community. The Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. CDBG funds are being used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; and support for low-mod homebuyers/homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

Discussion:

The most obvious gap is the reduction in funding on all levels from the federal to the local levels. Another effect of the recent economic downturn is the increase in households at risk becoming homeless or experiencing episodic homelessness. Without an increase in resources to support services and facilities, the service providers are grappling with limited capacity to meet emerging needs. In response, the Santa Fe City Council has supported an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach a those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at risk youth and people with special needs and disabilities.

Future production of new units will need to reflect the needs of emerging populations, specifically older,

smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow “aging in place” and entrepreneurial activities. As a manner of addressing these needs, a new resolution to increase accessible dwelling units is in the works with Land Use and Housing partnering to create solutions to the challenge. The resolution, if adopted, will affect zoning regulations and density barriers, and proposes ADU's as age in place alternatives that will also serve to provide much needed, additional infill housing inventory throughout the City.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

This section identifies program income that is available to the City of Santa Fe for use that is included in projects to be carried out during PY2018.

Projects funded for FY2019-2020 reflect a variety of programs, facilities and services in addition to the programs that are most commonly funded by the City – down payment assistance for homebuyers and home improvement for low-to moderate-income households as well as rental rehab projects and new affordable rental development. Public services are limited to 15% of the entitlement award and for this upcoming year four projects were funded: Adelante Elementary School liaison, Youth Shelters Outreach and Drop In Center, the Womens Summer Safe Haven Shelter and Coming Home Connection-Casa Cielo. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. When a funding balance is accrued to support an allocation of local funds, the City disburses them in alignment with CDBG funds. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those 81-120 AMI%.

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/08/2020

ISSUE NO. 7B

Request for approval of Amendment #1 with Denora-MIOX, Inc. to provide on-site disinfectant solution generation units though December 2020 in the amount of $428,239.21 Inclusive of NMGRT. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/15/2020
Governing Body (Scheduled)	06/24/2020

PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 06/15/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

DATE: April 14, 2020

TO: Public Utilities Committee/Finance Committee/City Council

VIA: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

FROM: Jonathan Montoya, Source of Supply Manager JM
RE: Onsite Disinfectant Solution Generation-CIP Term amendment.

ITEM: Request approval Amendment #1 to PSA with Denora-MIOX, Inc. Munis#3201142

BACKGROUND AND SUMMARY
In March of 2020 the Source of Supply section entered into an agreement with Denora-Miox to provide on-site disinfectant solution generation units at seven water division sites. The disinfection units are responsible for the disinfection of up to 10MGD of Buckman well water and roughly 4MGD of city well field water. An Onsite Disinfection Generation bid was solicited for the Public Utilities Department (RFP# 19/51/P) Denora-MIOX, Inc. was selected based on the RFP committee evaluation.

JUSTIFICATION
Due to the timing of the agreement acceptance in combination with current events (COVID-19) our order for these units is expected to be delayed past the end of FY19/20. The current agreement expires on June 30th 2020.

RECOMMENDED ACTION
Please approve amended agreement extending the term of this contract to December 31st 2020. Denora-MIOX, Inc. Munis#3201142

Adobe Sign

-
  - User Guide
  - Tutorials
  - Contact Support
-

- Options
  - Read agreement
  - Someone else should sign
  - I will not e-sign
  - Clear document data

  - View history
  - Download PDF

De Nora SOC

-
- Next required field Next Required 1
-
-

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Item # 20-0038

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 29, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and De Nora MIOX Corporation (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services as specified in the scope of the Agreement to the City.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2020, unless terminated pursuant to Paragraph 7, infra.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 10, 2020 08:14 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

52361.530200
Business Unit/Line Item

CONTRACTOR:

_____
NAME

_____
TITLE
DATE:_____
CRS# 02-257653-00-3
Registration #

Amend 1 De Nor Miox

Final Audit Report 2020-06-10

Created:	2020-06-10
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOFfJiqy4OARuFoGbyOHFFrqfnGoIjAjF

"Amend 1 De Nor Miox" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-10 - 1:36:29 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-10 - 1:36:50 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-10 - 2:14:31 PM GMT- IP address: 75.161.222.64

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-10 - 2:14:54 PM GMT - Time Source: server- IP address: 75.161.222.64

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-10 - 2:14:54 PM GMT

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 19/51/P Date: June 28, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 1 year
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** CIP **BU/Line Item:** 5050395.572970

Alexis Lotaro
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

2 of 2

Signature: Fran Fadunaway, CFO (May 4, 2020)
Email: fadunaway@santafenm.gov

Signature: Mary McCoy
Email: mtmccoy@santafenm.gov

Signature:
Email: mfmartinez@santafenm.gov

Start

2 / 3

I agree to the Terms of Use and Consumer Disclosure of this document

Sign

Click to Sign

Language English: US

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Click here to sign
mfmartinez@santafenm.gov
×

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City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	Public Utilities	Department Name:	
Division Name:	Water/SOS	Division Name:	

Financial Information

Amount Requested:	$428,239.21	Munis Fund Number:	505
Vendor Name:	Denora-MIOX	Munis Org Number:	5050385
Approved by Director?	Yes	Munis Object Code:	

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This is a one time purchase. The items being purchased are used for on-site generation of chlorine which is used for disinfecting our drinking water. The process of on-site generation is roughly 1/2 the cost to purchasing liquid bleach from a vendor. This purchase was solicited via COSF RFP/ and procurement guidlines.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

Disinfection of public water supply is a requirement of the federal Safe Drinking Water act. This act mandates certain water quality standards such as disinfection. These units are replacing the existing units which have reached the end of their useful life cycle. Without this expenditure the city will fall out of compliance with NMED and EPA standards which can incur severe fines or worse negative health effects to the public.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No. Training and initial startup for these units needs to be performed by a qualified technician. Majority of the cost associated with this expenditure is related to the actual cost of the units.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Yes. The Water Div. will no longer be able effectively disinfect the water at multiple sites(Wells, Storage tanks, etc.) in the event of an equipment failure as the current units are no longer supported. these units are vital to providing safe water for the public.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

I am not aware of alternative funding. This does not duplicate any other efforts.

	Alexis Lotero	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

Signature: Fran Dunaway, COO (Apr 25, 2020)

Email: fadunaway@santafenm.gov

Signature:

Email: mtmccoy@santafenm.gov

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Denora-Miox, Inc

Procurement Title: Onsite Disinfectant Solution Generation Type text here

Solicitation RFP#: 19/51/P

Department Requesting/Staff Member Public Utilities Department/ Jonathan Montoya

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☐	Tabulation Evaluation score sheet
☐	☐	BAR
☐	☐	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

Jonathan Montoya-Source of Supply Manager
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Fran Dunaway, CPO 5/1/20
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☐	☐	Final RFP Document
☐	☐	Copy of legal solicitation published in the newspaper, website, etc.
☐	☐	All addendums
☐	☐	Plan holders list
☐	☐	Copies of all RFP submittals
☐	☐	Complete evaluation score sheets
☐	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☐	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☐	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☐	Reference Reviews/Reference Check Questionnaires
☐	☐	Pricing evaluation
☐	☐	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☐	☐	Fully executed Memo to Committees from the Department with recommendation of award
☐	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐	☐	Contract Award Notice
☐	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☐	Waiver or "No Action Taken" from Procurement Office
☐	☐	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☐	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☐	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☐	Conflict of Interest Form signed by all parties
☐	☐	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☐	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☐	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☐	Conflict of Interest form signed by all parties
☐	☐	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☐	☐	Copy of Executed Contract
☐	☐	Copy of all documentation presented to the Committees
☐	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

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

*

PROTEST (If applicable)*

YES	N/A	
☐	☐	Documentation from protester filed with the Purchasing Office
☐	☐	Letter from Department to Purchasing Office Providing response to protest
☐	☐	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☐	☐	Original proposal (s) with no redactions

_____

Department Rep Printed Name and Title

_____

Department Rep Signature attesting that all information included

*

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/08/2020

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
Aon Risk Services Northeast, Inc.
Cleveland OH Office
1660 West Second Street
Skylight Office Tower
Suite 650
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIG Specialty Insurance Company	26883
INSURER B:	The Phoenix Insurance Company	25623
INSURER C:	Travelers Property Cas Co of America	25674
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
De Nora MIOX, Inc.
5601 Balloon Fiesta Pkwy NE, Suite A
Albuquerque NM 87113 USA

COVERAGES **CERTIFICATE NUMBER:** 570080137041 **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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			EG5404900	12/31/2019	12/31/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability Coverage	$1,000,000 $300,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Comp/Coll $1,000			810 9M169639	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB2P408662	12/31/2019	12/31/2020	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

Poole & Kent
4530 Hollins Ferry Road
Baltimore MN 21227 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570080137041

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City of Santa Fe, New Mexico

BUSINESS LICENSE

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Official Document
Please Post

Business Name: **MIOX CORPORATION**

Location: **SF COUNTY**

Class: **BUSINESS LOCATED OUT OF CITY LIMITS**

Comment:

Control Number: 0052732

License Number: 19-00019219

Issue Date December 14, 2018

Expiration Date December 31, 2019

MIOX CORPORATION
5601 BALLON FIESTA PARKWAY NE

ALBUQUERQUE NM 87113

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

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

ITEM # 20-0038

City of Santa Fe Contract
Services Contract

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **De Nora MIOX** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

D. "You" and "your" refers to **De Nora MIOX .** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. Contractor shall provide onsite mixed oxidant hypochlorite generators and associated equipment (dosing pumps, solution storage tanks, etc.) for six ground water production wells and one potable water storage tank (6-15lb/day cl2 units) (1-200lb/day cl2 unit/units). Contractor shall provide an Ethernet/IP communication solution to integrate hypochlorite generators to existing Rockwell Automation CompactLogix PLCs as part of the Disinfection System Replacement Project for the Source of Supply Section of City of Santa Fe Water Division.

B. Inspection of Work - All work must be completed to the reasonable satisfaction of the Source of Supply Manager, or his/her representative and any questions as to proper procedures or quality of workmanship will be resolved by same.

C. Damage to Property - Any damage to property as a result of the Contractor's negligent operation shall be the sole responsibility of the Contractor. Should the damage not be rectified within the time mutually agreed upon (such period not to be less than three business days) or to the reasonable satisfaction of the Water Division Director, the City shall reserve the right to repair or replace that which was damaged, or assess the Contractor, such cost as may be reasonable and related to damage caused by the contractor, and deduct these costs from any payment due the

Contractor. The Contractor shall inform, in writing the Water Division of any damages caused by the contractor's operations within three business days after such damage occurs.

D. Discontinuance of Work - The City shall have the authority to suspend the work, wholly or in part by written order as the City may deem necessary due to unsuitable weather, unforeseen circumstances, or due to failure on the part of the contractor to comply with any provisions of the contract documents. Any practice obviously hazardous, as determined by the Park Division Director, or his/her representative, shall be immediately discontinued by the contractor upon receipt of written or oral notice to discontinue such practice. In the event of a suspension hereunder not caused by any act or omission of Contractor, the City will reimburse Contractor for reasonable expenses caused by such suspension, including warehousing and lost time.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed in Exhibit A attached here to.

The total compensation under this Agreement shall not exceed three hundred ninety four thousand nine hundred eighteen dollars ($394,918.00) excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have Been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2020. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **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 Vendor materially fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor 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 Vendor; 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. 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. Except as otherwise provided in Paragraphs 7.A and 17, 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; (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 17, "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 (including specialized or customized work in process which Contractor is unable to repurpose for other projects) 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.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose (solely to the extent the City has specified in writing the purpose for which any property or services under the Contract will be utilized for) or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the negligent acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's gross negligence or intentional misconduct. Notwithstanding any other provisions herein, in no event shall Contractor be liable for any consequential, punitive, incidental, or other indirect damages of any type or kind.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection

and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly (such period not to be less than three business days) re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property

damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;
ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a

system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor

knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine, provided that such period shall not exceed 60 days at one time or 120 days in a calendar year. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith, and Contractor shall have no obligation to restart such work until such mutually agreed adjustment is determined in writing, signed by both parties. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City
City of Santa Fe
Water Division
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

To Contractor:
De Nora MIOX, Inc.
5601 Balloon Fiesta Pkwy NE, Suite A
Albuquerque, NM 87113 USA

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:
De Nora MIOX, Inc.
5601 Balloon Fiesta Pkwy NE, Suite A
Albuquerque, NM 87113 USA

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 2/3/20

CONTRACTOR:
De Nora MIOX, Inc.

BRYAN BRADLEY, GENERAL MANAGER
NAME AND TITLE
DATE: 10-18-2020

CRS# 02-257653-00-3

Registration # 19-00019219

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
ccmtg 1/29/20

APPROVED AS TO FORM:

10/11/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

1/30/20
MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Business Unit Line Item

2018 GRT Funded Project
1/2% GRT Revenue Funded Projects
GO Bonds
Special Revenue
Grant Funded Projects

Department	Project	Project Start Date/(Projected)	Project Projected Complete Date	Project Budget	Revised Project Budget	Project Savings	Justification	Comments	Funding Source
Facilities	City Hall	March-20	June-21	600,000.00	$ 163,001.00	$ 436,999.00	Land Use work not essential. HVAC for city hall is extentive. The current budget is not sufficient.	Continue roof repair. Place on hold Land Use work. Place on hold HVAC work as existing budget not sufficient.	2018 GRT Bond: $600,000
	LU office reconstruction			10,278.35	$ 10,278.35	$ -			
	LU misc electrical equipment			4,662.81	4,662.81	$ -			
	LUIP tile and new carpet installation			4,902.41	4,902.41	$ -			
Facilities	Fort Marcy	March-19	May-21	693,361.00	$ 693,361	$ -		Project complete with no remaining balance.	2018 GRT Bond: $700,000
Facilities	Genoveva Chavez Community Center	April-19	October-21	4,934,243.00	$ 4,577,556.00	$ 356,687.00	Non-essential items that can be placed on hold. $85,000 - Pool room and window painting; $250,000 - structual painting; and $21,687 Pool tile repairs	All essential repair work with the exception of: $85,000 - Pool room and window painting; $250,000 - structual painting; and $21,687 Pool tile repairs	2018 GRT Bond: $4,300,000
Facilities	Main Library	March-19	June-20	175,000.00	$ 175,000	$ -		Roof repair to the Main Library. Work to commence in May 2020.	2018 GRT Bond: $155,000
Facilities	Southside Library	April-19	August-20	88,998.00	$ 63,998	$ 25,000.00	Non-essential item that can be placed on hold; $25,000 Southside Library Rainwater Harvesting System Repair	Continue HVAC repair. Place on hold $25,000 Harvesting System Repair	2018 GRT Bond: $165,000
Facilities	Salvador Perez	November-19	June-20	2,124,965.00	$ 2,124,965	$ -		Renovation project underway and close to completion.	2018 GRT Bond: $2,450,000
	Sal P Pool Filter	May-20	May-20	5,000.00	5,000.00	$ -	This is required to maintian the poll filtration system		
	Sal P Structural Envelope Rehab			115,000.00	115,000.00	$			
Facilities	Siringo Complex	February-20	August-20	117,113.00	$ 117,113	$ -		Continue HVAC and roof repair essential for staff return in Bldg. I which includes Polic Records.	2018 GRT Bond: $120,000
Facilities	Site Building C	April-19	June-20	421,686.00	$ 421,686	$ -		Continue HVAC and roof repair.	2018 GRT Bond: $580,000
Facilities	Tree Root & Paver Repair	October-19	May-20	60,000.00	$ 60,000	$ -		Checking on ADA compliance; safety issueon the eastside of the SF Convention Center.	2018 GRT Bond: $60,000
Facilities	New Fire Station #2	May-20	December-21	6,000,000.00	$ -	$ 6,000,000.00		$535,000 for Design is funded by Fire/ 1/2% GRT funds; new facility	2018 GRT Bond: $6,000,000
	New Fire Station # 2 - Design			535,000.00	$ 399,688	$ 135,312.03			
Facilities	MEG Cafeteria Addition - $235K GRT Bond (+$178K State Aging Grant)	April-19	September-19	413,664.00	$ 411,252	$ 2,412.00	Project Complete; remaining balance.	Project Complete; remaining balance.	2018 GRT Bond: $235,000
Facilities	Restore Bridges at Urban Trails	March-20	October-20	240,000.00	$ 240,000	$ -		Continue essential bridge rehab work needed for safety.	2018 GRT Bond: $235,000
Facilities	Midtown Planning and Site Preparation	July-19	April-21	1,100,000.00	$ 1,100,000	$ -			2018 GRT Bond: $1,100,000
ITT	Public Safety Wireless	February-20	December-22	152,000.00	$ 152,000	$ -			2018 GRT Bond: $200,000
ITT	Public Safety Radio System Replacement	December-19	December-20	2,000,000.00	$ 2,000,000	$ -		$873,357 received from the County	2018 GRT Bond: $2,000,000 & County
Constituent Svc	Constituent Relationship Manager (CRM)	90 days after contract awarded	June-20	100,000.00	$ -	$ 100,000.00		Project being performed inhouse	2018 GRT Bond: $100,000
	TOTAL			19,895,873.57	12,839,463.54	7,056,410.03			

Facilities	SWAN Park	January-21	January-22	599,000.00	$ 349,000	$ 250,000.00	Revised Phase II scope. Project savings to be utilized for MRC Project		2013, 2014 GO Bonds & CIP reallocation
Engineering	Tierra Contenta Trail	August-20	June-21	462,295.00	$ 462,295	$ -		$426,438 funded from 13/14 GO Bonds	2013 & 2014 GO Bonds
Engineering	Rail Trail - All Segments	April-20	October-20	1,025,225.00	$ 1,025,225	$ -		Construction of the Rail Trail from Pen Road to Alta Vista Street	2013, 2014 GO Bonds & CIP reallocation
	TOTAL			2,086,520.00	1,836,520.00	250,000.00			

Facilities	GCCC Mechanical Mezzanine Roofs	February-20	December-20	865,000.00	$ 865,000	$ -		Renovation project is underway with design; imperative to addressing the desiccated droppings.	GCCC CIP budget
Parking	Parking Revenue Access & Revenue Control System (PARCS)	January-20	June-20	1,500,000.00	$ 1,500,000	$ -		Funding is through Parking's CIP Enterprise fund & NMFA loan	Parking CIP funds & NMFA loan
Engineering	Arroyo Chamiso Crossing Study	May-19	July-20	275,000.00	$ 275,000	$ -		Planning costs only - Public Meeting 3/2020	City Road Impact Fees
Engineering	Camino Entrada Roundabout	December-19	November-20	1,141,000.00	$ 1,141,000	$ -		$241,000 for design has already been funded the remaining $900,000 is for construction. Funded through Traffic Mitigation funds	Traffic impact fees
	TOTAL			3,781,000.00	3,781,000.00	-			

Engineering	Acequia Trail	June-21	April-22	422,000.00	$ 422,000	$ -		$300,000 grant from NMDOT multi-purpose trail from S. Meadows/Rufina Street to San Felipe	NMDOT Grant for Design of Trail
Engineering	Agua Fria/Cottonwood	March-17	May-21	1,956,000.00	$ 1,956,000	$ -		Grant award $362,000- Design & ROW - $1,594,000 Construction. No City match.	NMDOT Grant

Engineering	Agua Fria/S. Meadows	September-18	September-21	989,492.00	$ 989,492	$ -		Grant award for $989,492 - Additional funding will be needed for construction	NMDOT Grant & NM DFA Appropriation
Engineering	El. Museo Cultural	March-20	December-20	160,000.00	$ 160,000	$ -		$160,000 DFA appropriation for roof repairs to El Museo	NM DFA Appropriation
Engineering	Green House for Therapy Program	February-20	November-20	150,000.00	$ 150,000	$ -		$148,500 DFA Appropriation	NM DFA Appropriation
Engineering	Guadalupe Street	August-17	August-22	5,117,200.00	$ 5,117,200	$ -		$5,117,200 Grant for Design & Construction	NMDOT Grant
Engineering	Harrison Road Sidewalk- Light Improvements	March-20	TBD depending on scope	228,000.00	$ 226,000	$ -		$226,000 in DFA Appropriation for lighting with	NM DFA Appropriation
Engineering	Kitchen Angels	March-20	March-21	216,117.00	$ 216,117	$ -		$216,117 for Kitchen Angels renovations	NM DFA Appropriation
Engineering	La Comunidad del los Ninos	December-19	April-20	50,000.00	$ 50,000	$ -		$50,000 DFA appropriation for sewer repairs and minor interior repairs	NM DFA Appropriation
Engineering	Sandoval/Montezuma Intersection	September-19	January-20	100,000.00	$ 100,000	$ -		$100,000 DFA Appropriation for design services	NM DFA Appropriation
Engineering	Santa Fe Business Incubator	March-20	June-20	260,000.00	$ 260,000	$ -		$257,400 grant from NMEDD for new roof & ITT equipment	NMEDD
Transit	Southside Transit Center	April-19	April-21	3,198,071.00	$ 3,198,071	$ -			US DOT funding/20% Transit match required
Transit	Bus Shelter/Stop Upgrades	January-20	December-22	686,480.00	$ 686,480	$ -		The location of the shelter and stop upgrades were determined as the results of the Santa Fe MPO Bus Stop and Sidewalk Connectivity Assessment.	US DOT funding/ 20% transit match
Transit	Downtown Transit Center	November-11	July-21	2,400,862.00	$ 2,400,862	$ -		$2,340,824 Funded by US DOT	US DOT funding/15% Transit match required
Facilities	Solarization and Lighting Project	August-19	December-21	14,922,462.00	$ 14,922,462	$ -		$925,000 in DFA Appropriations; investment-grade energy due diligence phase underway - near completion.	NM DFA Appropriation
Facilities	MRC Soccer Valley	February-20	October-21	1,250,000.00	$ 1,500,000	$ (250,000.00)	City Match and current appropriation is only for design - construction is estimated to cost an additional $8.7 million dollars for renovations to the MRC Soccer Valley	$500K City Match 18 GRT Bond Funds, $250k City 12 GO Bond Funds, $500K County Match and $250K DFA Appropriation - per Project Manager the budgeted amount of $1,250,000 is only for the design and development and the total soccer valley improvement will be $8M	City, County and NM DFA Appropriation
Facilities	Municipal Court Bullet Proof Windows	November-19	August-20	107,612.00	$ 107,612	$ -		$117,000 DFA Appropropriation for installation of bullet proof windows at Muni court; project near completion; awaiting delivery on bullet proof window.	NM DFA Appropriation
Facilities	Downtown Restroom Facility	July-18	February-21	693,807.00	$ 693,807	$ -		$550,000 DFA Appropriation & $24,118 Lodger's tax; project underway with phase II design and review by Historic preservation	NM DFA Appropriatation & Lodgers tax
Facilities	Southside Teen Center	October-19	June-22	6,100,000.00	$ 6,100,000	$ -		$1.1M DFA Appropriation, $1M City already funded	NM DFA Appropriation
Airport	Airport Terminal and Parking Lot Expansion	August-19	September-21	11,500,000.00	$ 11,500,000	$ -		Total Appropriations $9,765,000 ($8,910,000 +$855,000)	2 NM DFA Appropriations
Airport	Runway 10-28 Mill and Overlay	May-19	November-11	1,227,500.00	$ 1,227,500	$ -		Grant award for $1,250,200	NMDOTAD Grant
Airport	Runway 20 RSA	October-19	April-20	729,096.00	$ 729,096	$ -		$1,064,161 was funded from the GRT Premium funds	GRT Premium Funds
Airport	Taxiway D Phase II	January-19	September-20	2,459,936.00	$ 2,459,936	$ -		$2,262,660 USDOT & $70,708 NMDOT	NMDOTAD Grant & NMDOT
	TOTAL			54,924,635.00	55,174,635.00	(250,000.00)			

ORG	OBJECT	DESCRIPTION	EFF DATE	REF1	PO/REF2	REFERENCE
3209980	572960	WIP Design	1/7/2020	008182	22001303	LIQ/INV
3209980	572960	WIP Design	10/10/2019	008182	22001303	LIQ/INV
3209980	572960	WIP Design	9/17/2019	008182	22001303	PO ENT/PRF
3209980	572960	WIP Design	4/20/2020	008273	22001590	PO MAINT
3209980	572960	WIP Design	3/3/2020	008273	22001590	LIQ/INV
3209980	572960	WIP Design	12/12/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	11/21/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	10/10/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	10/2/2019	008273	22001590	PO ENT/PRF
3209980	572960	WIP Design	1/27/2020	003097	22001611	LIQ/INV
3209980	572960	WIP Design	12/24/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	12/24/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	11/19/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/17/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/17/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/4/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/4/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/2/2019	003097	22001611	PO ENT/PRF
3209980	572960	WIP Design	12/12/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/3/2019	005730	22001615	PO ENT/PRF
3209980	572960	WIP Design	3/16/2020	003069	22001675	PO MAINT
3209980	572960	WIP Design	10/4/2019	003069	22001675	PO ENT/PRF
3209980	572960	WIP Design	10/10/2019	007567	22001788	PO ENT/PRF
3209980	572960	WIP Design	11/12/2019	008273	22002247	PO ENT/PRF
3209980	572960	WIP Design	3/13/2020	007856	22002449	LIQ/INV
3209980	572960	WIP Design	11/20/2019	007856	22002449	PO ENT/PRF
3209980	572960	WIP Design	2/6/2020	001834	22003428	PO ENT/PRF
3209980	572960	WIP Design	3/12/2020	001005	22003621	LIQ/INV
3209980	572960	WIP Design	2/20/2020	001005	22003621	PO ENT/PRF
3209980	572960	WIP Design	3/13/2020	008249	22003643	LIQ/INV
3209980	572960	WIP Design	3/13/2020	008249	22003643	PO MAINT
3209980	572960	WIP Design	3/3/2020	008249	22003643	PO MAINT

3209980	572960	WIP Design	2/21/2020	008249	22003643	PO ENT/PRF
3209980	572960	WIP Design	2/24/2020	008279	22003644	LIQ/INV
3209980	572960	WIP Design	2/21/2020	008279	22003644	PO ENT/PRF
3209980	572960	WIP Design	3/5/2020	001322	22003803	PO ENT/PRF
3209980	572960	WIP Design	3/5/2020	001954	22003865	PO ENT/PRF
3209980	572960	WIP Design	4/3/2020	003553	22003973	LIQ/INV
3209980	572960	WIP Design	3/10/2020	003553	22003973	PO ENT/PRF
3209980	572960	WIP Design	4/17/2020	002574	22004527	PO ENT/PRF
3209980	572960	WIP Design	4/17/2020	002574	22004527	PO ENT/PRF

FS#2 Design	PO 22001611
Conceptual design to building & parking lot at MEG	PO 22001615
Solarization of City Facilities	PO 22001675
Snow melt system for dock area - MEG	PO 22001788
City Hall - Depart reorg, Re-arrange departments and Haz Mat Report	PO 22002247
Ft. Marcy Equipment Room	PO 22002449
DFA Grant - design behavior & substance abuse facility	PO 22003428
LU office reconstruction	PO 22003803
LU Maint/reconstruction of new office	PO 22003865
Sal P Structural Envelope Rehab	PO 22003973
Southside Teen Center	PO 22004527

AMOUNT	VDR NAME/ITEM DESC
-14,457.61	EARTH CARE INTERNATIONAL
-7,228.81	EARTH CARE INTERNATIONAL
21,686.42	EARTH CARE INTERNATIONAL
-0.99	SPEARS HORN ARCHITECTS
-201.51	SPEARS HORN ARCHITECTS
-1,112.42	SPEARS HORN ARCHITECTS
-9,715.89	SPEARS HORN ARCHITECTS
-10,624.16	SPEARS HORN ARCHITECTS
21,654.97	SPEARS HORN ARCHITECTS
-5,818.26	ATKIN OLSHIN SCHADE ARCHITECTS
-30,969.57	ATKIN OLSHIN SCHADE ARCHITECTS
-8,223.87	ATKIN OLSHIN SCHADE ARCHITECTS
-35,287.93	ATKIN OLSHIN SCHADE ARCHITECTS
-6,633.12	ATKIN OLSHIN SCHADE ARCHITECTS
-33,100.12	ATKIN OLSHIN SCHADE ARCHITECTS
-4,876.96	ATKIN OLSHIN SCHADE ARCHITECTS
-91,931.48	ATKIN OLSHIN SCHADE ARCHITECTS
383,752.89	ATKIN OLSHIN SCHADE ARCHITECTS
-447.30	MIFSUD ASSOCIATES ARCHITECTS LLC
-520.50	MIFSUD ASSOCIATES ARCHITECTS LLC
-650.63	MIFSUD ASSOCIATES ARCHITECTS LLC
-780.75	MIFSUD ASSOCIATES ARCHITECTS LLC
17,000.00	MIFSUD ASSOCIATES ARCHITECTS LLC
183,981.75	YEAROUT SERVICE LLC
113,480.00	YEAROUT SERVICE LLC
5,567.45	TOEPPER BRANDON DBA TEPPICS ENGINEERING
20,223.59	SPEARS HORN ARCHITECTS
-12,234.84	B&D INDUSTRIES INC
13,594.27	B&D INDUSTRIES INC
50,000.00	ST VINCENT HOSPITAL
-54.00	STATE OF NEW MEXICO REGULATION &
54.00	STATE OF NEW MEXICO REGULATION &
-650.63	EONS DE SANTA FE, LLC
600.00	EONS DE SANTA FE, LLC
-549.37	EONS DE SANTA FE, LLC

600.00	EONS DE SANTA FE, LLC
-988.95	PNM
988.95	PNM
2,382.63	CHAPARRAL MATERIALS INC
7,895.72	HOME DEPOT CREDIT SERVICE
-22,695.35	COOPERATIVE EDUCATIONAL SERVICES
38,896.12	COOPERATIVE EDUCATIONAL SERVICES
448,630.72	WILSON AND COMPANY INC (ALQ)
37,853.22	WILSON AND COMPANY INC (ALQ)
1,069,087.68	
166,911.58	ATKIN OLSHIN SCHADE ARCHITECTS
14,600.82	MIFSUD ASSOCIATES ARCHITECTS LLC
297,461.75	YEAROUT SERVICE LLC
5,567.45	TOEPPER BRANDON DBA TEPPICS ENGINEERING
20,223.59	SPEARS HORN ARCHITECTS
1,359.43	B&D INDUSTRIES INC
50,000.00	ST VINCENT HOSPITAL
2,382.63	CHAPARRAL MATERIALS INC
7,895.72	HOME DEPOT CREDIT SERVICE
16,200.77	COOPERATIVE EDUCATIONAL SERVICES
486,483.94	WILSON AND COMPANY INC (ALQ)
1,069,087.68	
0.00	

COMMENTS

CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES

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ENGINEERING AND ARCHITECTURAL

Christus St. Vincent Project

MISCELLANEOUS FEES, DUES, 2020
MISCELLANEOUS FEES, DUES, PERM

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correct PO 2020
increase to include NMGRT 2020

ENGINEERING SERVICES, PROFESSI

MISCELLANEOUS FEES, DUES, 2020
MISCELLANEOUS FEES, DUES, PERM

BUILDING CONSTRUCTION SERVICES

BUILDING CONSTRUCTION SERVICES

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On-Call - Southside Teen Cente
On-Call - Southside Teen Cente

ARCHITECTURAL SERVICES, PROFES
CONSULTING SERVICES
ENERGY COLLECTING EQUIPMENT AN
ENGINEERING SERVICES, PROFESSI
ARCHITECTURAL SERVICES, PROFES
ENGINEERING AND ARCHITECTURAL
Christus St. Vincent Project
BUILDING CONSTRUCTION SERVICES
BUILDING CONSTRUCTION SERVICES
ENGINEERING SERVICES, PROF2020

ORG	OBJECT	DESCRIPTION	EFF DATE	REF1	PO/REF2	REF3	REFERENCE
3209980	572970	WIP Construction	4/21/2020	001448	22000872	CAN 1	PO MAINT
3209980	572970	WIP Construction	8/30/2019	001448	22000872		PO ENT/PRF
3209980	572970	WIP Construction	4/21/2020	001265	22000992	CAN 1	PO MAINT
3209980	572970	WIP Construction	8/30/2019	001265	22000992		PO ENT/PRF
3209980	572970	WIP Construction	10/23/2019	001349	22001015	5166	LIQ/INV
3209980	572970	WIP Construction	10/23/2019	001349	22001015	5166	LIQ/INV
3209980	572970	WIP Construction	9/4/2019	001349	22001015		PO ENT/PRF
3209980	572970	WIP Construction	10/21/2019	001954	22001016	CAN 1	PO MAINT
3209980	572970	WIP Construction	9/4/2019	001954	22001016		PO ENT/PRF
3209980	572970	WIP Construction	1/28/2020	008212	22001099	11294	LIQ/INV
3209980	572970	WIP Construction	1/3/2020	008212	22001099	9469	LIQ/INV
3209980	572970	WIP Construction	12/12/2019	008212	22001099	8440	LIQ/INV
3209980	572970	WIP Construction	10/30/2019	008212	22001099	5901	LIQ/INV
3209980	572970	WIP Construction	9/6/2019	008212	22001099		PO ENT/PRF
3209980	572970	WIP Construction	4/15/2020	003553	22001249	16730	LIQ/INV
3209980	572970	WIP Construction	2/26/2020	003553	22001249	13645	LIQ/INV
3209980	572970	WIP Construction	1/17/2020	003553	22001249	10889	LIQ/INV
3209980	572970	WIP Construction	12/27/2019	003553	22001249	9241	LIQ/INV
3209980	572970	WIP Construction	12/19/2019	003553	22001249	8877	LIQ/INV
3209980	572970	WIP Construction	10/11/2019	003553	22001249	4551	LIQ/INV
3209980	572970	WIP Construction	9/26/2019	003553	22001249	3700	LIQ/INV
3209980	572970	WIP Construction	9/13/2019	003553	22001249		PO ENT/PRF
3209980	572970	WIP Construction	4/20/2020	006681	22001388	CAN 1	PO MAINT
3209980	572970	WIP Construction	10/4/2019	006681	22001388	3895	LIQ/INV
3209980	572970	WIP Construction	10/4/2019	006681	22001388	3898	LIQ/INV
3209980	572970	WIP Construction	9/20/2019	006681	22001388		PO ENT/PRF
3209980	572970	WIP Construction	4/20/2020	001954	22001958	CAN 1	PO MAINT
3209980	572970	WIP Construction	11/25/2019	001954	22001958	7488	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6745	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6746	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6748	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6749	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6752	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6747	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6750	LIQ/INV
3209980	572970	WIP Construction	10/22/2019	001954	22001958		PO ENT/PRF
3209980	572970	WIP Construction	12/19/2019	005996	22002855		PO ENT/PRF

3209980	572970	WIP Construction	3/12/2020	008046	22003996	PO ENT/PRF
3209980	572970	WIP Construction	3/13/2020	007926	22004041	PO ENT/PRF

Sal P Pool	PO 22001099
Sal P Struc	PO 22001249
muni cour	PO 22002855
LU-Misc El	PO 22003996
LU - tile ar	PO 22004041

AMOUNT	VDR NAME/ITEM DESC	COMMENTS
-64.13	NEW MEXICAN	fees paid with PCARD 2020
64.13	NEW MEXICAN	COMMUNICATIONS AND MEDIA RELAT
-70.21	ALBUQUERQUE PUBLISHING COMPANY	paid fees with PCARD 2020
70.21	ALBUQUERQUE PUBLISHING COMPANY	COMMUNICATIONS AND MEDIA RELAT
-148.12	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PI2020
-3.10	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PI2020
151.22	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PINS,
-1,874.90	HOME DEPOT CREDIT SERVICE	quantity not amount 2020
1,874.90	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES
-1,270.89	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-843.64	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-422.91	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-1,131.00	GEO-TEST, INC.	Job No. 2-91012 Salvador P2020
4,901.38	GEO-TEST, INC.	ENGINEERING SERVICES, PROFESSI
-13,935.12	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-18,489.94	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-36,243.79	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-13,713.11	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-15,609.35	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-27,386.06	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-4,175.74	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
141,500.00	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: FABR
-74.08	FACILITYBUILD INC	project complete and paid 2020
-2,352.30	FACILITYBUILD INC	BUILDING MAINTENANCE, INST2020
-5,020.62	FACILITYBUILD INC	BUILDING MAINTENANCE, INST2020
7,447.00	FACILITYBUILD INC	BUILDING MAINTENANCE, INSTALLA
-4.07	HOME DEPOT CREDIT SERVICE	Invoices paid; ok to close2020
-204.68	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-43.88	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-87.85	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-86.93	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-184.36	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-863.23	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-330.42	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-69.48	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
1,874.90	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES
107,612.42	CONSTRUCTION DAVENPORT	GLASS AND GLAZING SUPPLIES

4,662.81	ALIVE ELECTRIC, INC.	ELECTRICAL EQUIPMENT AND SUPPL
4,902.41	CORONADO PAINT & DECORATING CENTER	FLOOR COVERING, FLOOR COVERING
130,357.47		

1,232.94	GEO-TEST, INC.	ENGINEERING SERVICES, PROFESSI
11,946.89	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: FABR
107,612.42	CONSTRUCTION DAVENPORT	GLASS AND GLAZING SUPPLIES
4,662.81	ALIVE ELECTRIC, INC.	ELECTRICAL EQUIPMENT AND SUPPL
4,902.41	CORONADO PAINT & DECORATING CENTER	FLOOR COVERING, FLOOR COVERING
130,357.47		

City of Santa Fe, New Mexico

memo

DATE: June 10, 2020

TO: Public Works Committee

FROM: John J. Romero, Acting Public Works Department Director JR

SUBJECT: **Review Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital Funds on Capital Expenses Normally Paid from City Operating Budgets**

BACKGROUND:

During this unprecedented time staff is looking for creative solutions towards closing a roughly $100M funding gap in next fiscal year's operating budget, brought on by the current COVID-19 pandemic. Potential funds that can aid in closing this gap are existing capital funds.

The Public Works Department has been working with other city departments to evaluate all existing capital projects, looking at what projects can be placed on hold for the purpose of freeing up funds. These funds are primarily bond proceeds backed by ½% of the City's GRT earmarked for capital improvements. Capital project fund saving will then be applied towards capital expenses that are typically paid out of the City's operating funds.

A capitalizable expense is a fixed asset that has a useful life greater than 1 year and costs more than $5k. In order to utilize bond proceeds, the average life of all capital expenditures must exceed the average life of the bond (10 years). This criteria will be utilized when determining what operation related capital expenses we apply these funds towards. The list of expenses staff will be looking to apply these funds towards, will be presented by the Finance Department during our upcoming FY20/21 budget proposals.

At this time, the Public Works Department is asking the Finance Committee to make a recommendation regarding the re-prioritization of capital projects. These recommendations have been recommended for approval by the Public Works Committee. The attached spreadsheet summarizes all active capital projects including staff recommendations for amendments to certain project budgets. These amendments to project budgets yield $7,056,410 in project savings. The amendments are as follows:

- City Hall Improvements–Amend budget from $600,000 to $163,001 ($436,999 savings)
  - Reduction in project scope including removal of renovations to Land Use's office space and removal of under budgeted HVAC improvements.
- GCCC Improvements–Amend budget from $4,934,243 to $4,577,556 ($356,687 savings)
  - Reduction in project scope including removal of pool room & window painting, removal of structural painting, and removal of pool tile repairs.

- Southside Library-Amend budget from $88,998 to $63,998 ($25,00 savings)
    - Reduction in project scope including removal of rainwater harvesting system repair.
- New Fire Station #2-Amend budget from $6,535,000 to $399,688 ($6,135,312 savings)
    - Design has been completed for this project. Postponement of construction is proposed.
    - Emergency service coverage lost due to postponement of this project will be coordinated between the City's Fire Department and Santa Fe County Fire Department.
- MEG Cafeteria-Amend budget from $413,664 to $411,252 ($2,412 project savings)
    - Remaining balance of completed project
- CRM Upgrade-Amend budget from $100,000 to $0 ($100,000 project savings)
    - The Constituent and Council Services Department created a new CRM system in-house with City resources.
- SWAN Park-Amend budget from $599,000 to $349,000 ($250,000 savings)
    - Amendment of scope to only include design and construction of Water Tank Plant Screen, Horse Shoe Pits/Huachas, BMX Pump Track, Dog Park, Hiker/Biker Trail Head & Park Overlook, and Jersey Barrier Perimeter Control.
    - Project Saving to be utilized for MRC Soccer Valley Improvements.
- MRC Soccer Valley-Amend budget from $1.25M to $1.5M ($250,000 increase)
    - Revised Scope:
        - GIS Irrigation Assessment + Water Budgets
        - Complete Irrigation System Rehabilitation
        - Field Improvements & Drainage mitigation Via Irrigation Rehabilitation
        - Pump House Assessment and Rehabilitation
        - Edge Turf Reduction and Reduced Water Requirements
    - Removed from Scope:
        - Field Lighting
        - Parking and Circulation Design
        - Field Specific Rehabilitation

RECOMMENDED ACTION:

Approval of above mentioned project budget adjustments further explained in the attached spreadsheet.

2018 GRT Funded Project
1/2% GRT Revenue Funded Projects
GO Bonds
Special Revenue
Grant Funded Projects

Department	Project	Project Start Date/(Projected)	Project Projected Complete Date	Project Budget	Revised Project Budget	Project Savings	Justification	Comments	Funding Source
Facilities	City Hall	March-20	June-21	600,000.00	$ 163,001.00	$ 436,999.00	Land Use work not essential. HVAC for city hall is extentive. The current budget is not sufficient.	Continue roof repair. Place on hold Land Use work. Place on hold HVAC work as existing budget not sufficient.	2018 GRT Bond: $600,000
	LU office reconstruction			10,278.35	10,278.35	$ -			
	LU misc electrical equpment			4,662.81	4,662.81	$ -			
	LUIP tile and new carpet installation			4,902.41	4,902.41	$ -			
Facilities	Fort Marcy	March-19	May-21	693,361.00	$ 693,361	$ -		Project complete with no remaining balance.	2018 GRT Bond: $700,000
Facilities	Genoveva Chavez Community Center	April-19	October-21	4,934,243.00	$ 4,577,556.00	$ 356,687.00	Non-essential items that can be placed on hold; $85,000 - Pool room and window painting; $250,000 - structual painting; and $21,687 Pool tile repairs	All essential repair work with the exception of: $85,000 - Pool room and window painting; $250,000 - structual painting; and $21,687 Pool tile repairs	2018 GRT Bond: $4,300,000
Facilities	Main Library	March-19	June-20	175,000.00	$ 175,000	$ -		Roof repair to the Main Library. Work to commence in May 2020.	2018 GRT Bond: $155,000
Facilities	Southside Library	April-19	August-20	88,998.00	$ 63,998	$ 25,000.00	Non-essential item that can be placed on hold; $25,000 Southside Library Rainwater Harvesting System Repair	Continue HVAC repair. Place on hold $25,000 Harvesting System Repair	2018 GRT Bond: $165,000
Facilities	Salvador Perez	November-19	June-20	2,124,965.00	$ 2,124,965	$ -		Renovation project underway and close to completion.	2018 GRT Bond: $2,450,000
	Sal P Pool Filter	May-20	May-20	5,000.00	5,000.00	$ -	This is required to maintian the poll filtration system		
	Sal P Structural Envelope Rehab			115,000.00	115,000.00	$ -			
Facilities	Siringo Complex	February-20	August-20	117,113.00	$ 117,113	$ -		Continue HVAC and roof repair essential for staff return in Bldg. I which includes Polic Records	2018 GRT Bond: $120,000
Facilities	Siler Building C	April-19	June-20	421,686.00	$ 421,686	$ -		Continue HVAC and roof repair.	2018 GRT Bond: $580,000
Facilities	Tree Root & Paver Repair	October-19	May-20	60,000.00	$ 60,000	$ -		Checking on ADA compliance; safety issueon the eastside of the SF Convention Center.	2018 GRT Bond: $60,000
Facilities	New Fire Station #2	May-20	December-21	6,000,000.00	$ -	$ 6,000,000.00		$535,000 for Design is funded by Fire/ 1/2% GRT funds; new facility	2018 GRT Bond: $6,000,000
	New Fire Station # 2 - Design			535,000.00	$ 399,688	$ 135,312.03			
Facilities	MEG Cafeteria Addition - $235K GRT Bond (+$178K State Aging Grant)	April-19	September-19	413,664.00	$ 411,252	$ 2,412.00	Project Complete; remaining balance.	Project Complete; remaining balance.	2018 GRT Bond: $235,000
Facilities	Restore Bridges at Urban Trails	March-20	October-20	240,000.00	$ 240,000	$ -		Continue essential bridge rehab work needed for safety.	2018 GRT Bond: $235,000
Facilities	Midtown Planning and Site Preparation	July-19	April-21	1,100,000.00	$ 1,100,000	$ -			2018 GRT Bond: $1,100,000
ITT	Public Safety Wireless	February-20	December-22	152,000.00	$ 152,000	$ -			2018 GRT Bond: $200,000
ITT	Public Safety Radio System Replacement	December-19	December-20	2,000,000.00	$ 2,000,000	$ -		$873,357 received from the County	2018 GRT Bond: $2,000,000 & County
Constituent Suc	Constituent Relationship Manager (CRM)	90 days after contract awarded	June-20	100,000.00	$ -	$ 100,000.00		Project being performed inhouse	2018 GRT Bond: $100,000
	TOTAL			**19,895,873.57**	12,839,463.54	**7,056,410.03**			
Facilities	SWAN Park	January-21	January-22	599,000.00	$ 349,000	$ 250,000.00	Revised Phase II scope. Project savings to be utilized for MRC Project.		2013, 2014 GO Bonds & CIP reallocation
Engineering	Tierra Contenta Trail	August-20	June-21	462,295.00	$ 462,295	$ -		$426,438 funded from 13/14 GO Bonds	2013 & 2014 GO Bonds
Engineering	Rail Trail - All Segments	April-20	October-20	1,025,225.00	$ 1,025,225	$ -		Construction of the Rail Trail from Pen Road to Alta Vista Street	2013, 2014 GO Bonds & CIP reallocation
	TOTAL			**2,086,520.00**	1,836,520.00	**250,000.00**			
Facilities	GCCC Mechanical Mezzanine Roofs	February-20	December-20	865,000.00	$ 865,000	$ -		Renovation project is underway with design; imperative to addressing the desiccated droppings	GCCC CIP budget
Parking	Parking Revenue Access & Revenue Control System (PARCS)	January-20	June-20	1,500,000.00	$ 1,500,000	$ -		Funding is through Parking's CIP Enterprise fund & NMFA loan	Parking CIP funds & NMFA loan
Engineering	Arroyo Chamiso Crossing Study	May-19	July-20	275,000.00	$ 275,000	$ -		Planning costs only - Public Meeting 3/2020	City Road Impact Fees
Engineering	Camino Entrada Roundabout	December-19	November-20	1,141,000.00	$ 1,141,000	$ -		$241,000 for design has already been funded the remaining $900,000 is for construction. Funded through Traffic Mitigation funds	Traffic impact fees
	TOTAL			**3,781,000.00**	3,781,000.00	-			
Engineering	Acequia Trail	June-21	April-22	422,000.00	$ 422,000	$ -		$300,000 grant from NMDOT multi-purpose trail from S. Meadows/Rufina Street to San Felipe	NMDOT Grant for Design of Trail
Engineering	Agua Fria/Cottonwood	March-17	May-21	1,956,000.00	$ 1,956,000	$ -		Grant award $362,000- Design & ROW - $1,594,000 Construction. No City match.	NMDOT Grant
Engineering	Agua Fria/S. Meadows	September-18	September-21	989,492.00	$ 989,492	$ -		Grant award for $989,492 - Additional funding will be needed for construction	NMDOT Grant & NM DFA Appropriation

Engineering	El. Museo Cultural	March-20	December-20	160,000.00	$ 160,000	$ -		$160,000 DFA appropriation for roof repairs to El Museo	NM DFA Appropriation
Engineering	Green House for Therapy Program	February-20	November-20	150,000.00	$ 150,000	$ -		$148,500 DFA Appropriation	NM DFA Appropriation
Engineering	Guadalupe Street	August-17	August-22	5,117,200.00	$ 5,117,200	$ -		$5,117,200 Grant for Design & Construction	NMDOT Grant
Engineering	Harrison Road Sidewalk- Light Improvemetns	March-20	TBD depending on scope	228,000.00	$ 228,000	$ -		$228,000 in DFA Appropriation for lighting with	NM DFA Appropriation
Engineering	Kitchen Angels	March-20	March-21	216,117.00	$ 216,117	$ -		$216,117 for Kitchen Angels renovations	NM DFA Appropriation
Engineering	La Comunidad del los Ninos	December-19	April-20	50,000.00	$ 50,000	$ -		$50,000 DFA appropriation for sewer repairs and minor interior repairs	NM DFA Appropriation
Engineering	Sandoval/Montezuma Intersection	September-19	January-20	100,000.00	$ 100,000	$ -		$100,000 DFA Appropriation for design services	NM DFA Appropriation
Engineering	Santa Fe Business Incubator	March-20	June-20	260,000.00	$ 260,000	$ -		$257,400 grant from NMEDD for new roof & ITT equipment	NMEDD
Transit	Southside Transit Center	April-19	April-21	3,198,071.00	$ 3,198,071	$ -			US DOT funding/20% Transit match required
Transit	Bus Shelter/Stop Upgrades	January-20	December-22	686,480.00	$ 686,480	$ -		The location of the shelter and stop upgrades were determined as the results of the Santa Fe MPO Bus Stop and Sidewalk Connectivity Assessment.	US DOT funding/ 20% transit match
Transit	Downtown Transit Center	November-11	July-21	2,400,862.00	$ 2,400,862	$ -		$2,340,824 Funded by US DOT	US DOT funding/15% Transit match required
Facilities	Solarization and Lighting Project	August-19	December-21	14,922,462.00	$ 14,922,462	$ -		$925,000 in DFA Appropriations; investment-grade energy due diligence phase underway - near completion.	NM DFA Appropriation
Facilities	MRC Soccer Valley	February-20	October-21	1,250,000.00	$ 1,500,000	$ (250,000.00)	City Match and current appropriation is only for design - construction is estimated to cost an additional $8.7 million dollars for renovations to the MRC Soccer Valley	$500K City Match 18 GRT Bond Funds, $250k City 12 GO Bond Funds, $500K County Match and $250K DFA Appropriation - per Project Manager the budgeted amount of $1,250,000 is only for the design and development and the total soccer valley improvement will be $8M	City, County and NM DFA Appropriation
Facilities	Municipal Court Bullet Proof Windows	November-19	August-20	107,612.00	$ 107,612	$ -		$117,000 DFA Appropropriation for installation of bullet proof windows at Muni court; project near completion; awaiting delivery on bullet proof window.	NM DFA Appropriation
Facilities	Downtown Restroom Facility	July-18	February-21	693,807.00	$ 693,807	$ -		$550,000 DFA Appropriation & $24,118 Lodger's tax; project underway with phase II design and review by Historic preservation	NM DFA Appropriatation & Lodgers tax
Facilities	Southside Teen Center	October-19	June-22	6,100,000.00	$ 6,100,000	$ -		$1.1M DFA Appropriation, $1M City already funded	NM DFA Appropriation
Airport	Airport Terminal and Parking Lot Expansion	August-19	September-21	11,500,000.00	$ 11,500,000	$ -		Total Appropriations $9,765,000 ($8,910,000 +$855,000)	2 NM DFA Appropriations
Airport	Runway 10-28 Mill and Overlay	May-19	November-11	1,227,500.00	$ 1,227,500	$ -		Grant award for $1,250,200	NMDOTAD Grant
Airport	Runway 20 RSA	October-19	April-20	729,096.00	$ 729,096	$ -		$1,064,161 was funded from the GRT Premium funds	GRT Premium Funds
Airport	Taxiway D Phase II	January-19	September-20	2,459,936.00	$ 2,459,936	$ -		$2,262,660 USDOT & $70,708 NMDOT	NMDOTAD Grant & NMDOT
	TOTAL			**54,924,635.00**	55,174,635.00	**(250,000.00)**			

DATE:	**May 20, 2020**
TO:	**EDAC, Finance Committee and City Council**
VIA:	**Rich Brown, Director, Office of Economic Development** RB
FROM:	**Fabian Trujillo, Manager, Office for Business Growth**
RE:	**Descartes Labs, Inc. – PPA and PPLA - Contract Munis #3201914 & Munis Project # ED21219K**

Background:

Descartes Labs, Inc. a spinoff from LANL, is a software development company that creates proprietary software utilized in satellite imaging and analysis. The software is developed for a cloud-based supercomputing platform to assist with research and development to predict changes in natural resources such as U.S. corn yields. Basically, their software teaches computers to "see." Computers can identify objects around the world, such as corn fields and solar farms, with incredible precision utilizing Descartes's proprietary technology.

In January 10, 2018, the City Council approved Project Ordinance 2018-2 to investment public monies of $800,000 for Descartes Labs to build world headquarters located at 100 North Guadalupe. The public investment included $700,000 from the state and $100,000 in matching funds from the city. The investment would be for tenant improvements, facility infrastructure and lease abatement. The public benefit was for Descartes to create 50-70 new high paying jobs and a minimum capital investment of $4.2 million with 10 years.

As of January 31, 2020, Descartes Labs was on track to meet their economic development goals. The City reimbursed $540,000 in public monies to Descartes Labs. They used a capital investment of $3.1 million to renovate the building located at 100 North Guadalupe in a world-class, state of the art corporate headquarters building. This building was utilized to attract high skilled talent to Santa Fe. They had an employee base of 75 employees with an average annual wage of over $120,000. Descartes was on track to qualify for the bonus monies ahead of the job creation schedule in their project participation agreement. Then Covid 19 created an economic crash in magnitude similar to the Great Depression. Covid 19 forced Descartes to lay off employees and reduce employee salaries to prevent closure.

Item and Issue:

Descartes Labs requests $750,000 from the State of New Mexico for a zero interest loan. The monies will be utilized for lease payments for two years. The city will be the fiscal agent for the project, administer the disbursement of the monies, and monitor the economic goals in accordance with the Project Participation Loan Agreement (PPLA). In return for the loan, Descartes Labs will maintain a minimum employee base of fifty-six people and a monthly minimum payroll of $630,000. The loan will be repaid in two years from the approval of the Project Participation Agreement. If Descartes Labs payroll falls to 80% of the monthly-required payroll, then the loan will escalate to 6%. If the payrolls falls to 70% of the monthly-required payroll, then the loan will become due. The monies will be secured by a second lien on fixed assets of the company.

Next, Descartes Labs requests that the current PPA be amended to delay meeting the required economic goals for two years, reducing the average annual wage from $140,000 to $110,000 and that the reimbursement of monies in original PPA for two years. This will allow Descartes Labs to get on track to create the required 50 new jobs and the additional bonus jobs. If Descartes Labs employment base or headcount is 90 people and are retained for six months, then Descartes Labs will be reimbursed the remaining $260,000 of the initial public investment approved on January 10, 2018. They will also have to complete the capital investment in the project of $4.2 million (Projected to invest $2.4 million for a total investment of $5.5 million instead of $4.2 million). The monies for the original investment will continue to be securitized by a Letter of Credit. The city will not fully release the security instrument until the economic development goals are met and the project is closed.

Over the next ten years, Descartes' total fiscal impact to the State, City, County, SF Community College and Public Schools is estimated to generate approximately $55,802,249 in net benefits. Of the net benefits, Descartes Labs is estimated to generate $19,341,579 of this fiscal impact.

Action:

This amended project will stymie the impacts of the Covid 19 pandemic in the high tech sector and lead to recovery for an anchor business in this industry sector. Second, the project outcomes will continue to align with the objectives and goals of the Economic Development Implementation Strategy adopted by the City Council in 2008. The project will create high-wage career path employment, diversity Santa Fe's economy and bolster Santa Fe's innovative entrepreneurial ecosystem.

Staff recommends approval of both project participation agreements, intergovernmental agreements, budget adjustment request and supporting documents for $750,000 in loan monies from the State of NM LEDA Fund. Once the project participation and intergovernmental agreements are approved and executed, the NM Economic Development Department will transfer $750,000 to the City of Santa Fe's LEDA fund for the loan and $200,000 in FY 2023-2024 for the bonus jobs. The Munis Org Number is 2122800.510400 for this project.

CITY OF SANTA FE, NEW M2EXICO

BILL NO. 2020-11

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt-Sanchez

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11 SFCC 1987; APPROVING AND ADOPTING AN AMENDED LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND DESCARTES LABS, INC. FOR DESIGN, DEVELOPMENT, AND CONSTRUCTION OF TENANT IMPROVEMENTS; AND LEASE PAYMENTS FOR EXPANSION OF A NEW WORLD HEADQUARTERS FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Short Title. This Ordinance shall be known as the "Amended Descartes Local Economic Development Project Ordinance."

Section 2. Recitals.

A. The Local Economic Development Act, NMSA 1978, Sections 5-10-1 *et seq*. ("LEDA") explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources; and

B. The City of Santa Fe has complied with the requirements of the Local Economic Development Act by adopting an Economic Development Fund Ordinance (11-14 SFCC (1987)), incorporating within that ordinance its community economic development plan and its economic development strategy for implementation dated May 21, 2008; and

C. Descartes, Labs, Inc. ("Qualifying Entity") is a software development facility that serves the public by stimulating and catalyzing the growth of a high-technology industry cluster in Santa Fe under the Economic Development Ordinance. The Qualifying Entity creates economic base jobs as a software development facility by creating software that for cloud-based super-computing platforms that predicts changes in natural resources to better understand the planet.

D. The State of New Mexico has appropriated seven hundred thousand dollars ($700,000.00) from the New Mexico LEDA Fund and the City of Santa Fe has provided one hundred thousand dollars ($100,000.00) from the Local Economic Development Fund to the project to build out the infrastructure and tenant improvements in the facility and to contribute to lease payments with any remainder from the infrastructure and tenant improvement expenses. The project is located at 100 North Guadalupe Street in Santa Fe, New Mexico. The loan will finance construction costs, materials associated with the interior renovation of the facility, and improvements or construction of HVAC, telecommunications, broad band connectivity and other infrastructure necessary to improve service to the facility. This project identified as the "Project" is a world headquarters that will expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

E. The new facility will be used to develop software, which causes it to fall into the definition of a "manufacturer" under LEDA.

F. As of December 31, 2019, Descartes Labs employed seventy-five (75) people with an average annual salary of over one hundred and twenty thousand dollars ($120,000.00), which was compliant with PPA 2018-0057 approved on January 10, 2018, by the Governing Body. Descartes

Labs was on track to earn its bonus monies of ten thousand dollars ($10,000) per job by hiring twenty (20) additional people.

G. Since January 31, 2019, the COVID-19 pandemic forced Descartes Labs to layoff nineteen (19) employees for a current employee base of sixty-three (63) people. The pandemic has delayed the company's growth plans by two (2) years.

H. The project participation agreement will be amended to require Descartes Labs to meet its job creation schedule of seventy (70) people by June 30, 2022, and provide Descartes Labs an opportunity to earn the bonus LEDA monies if Descartes Labs hires an additional twenty (20) employees for a total base of ninety (90) employees by January 1, 2024, and retains the employees for six (6) months. The PPA will also amend the average annual wage of one hundred and forty thousand dollars ($140,000.00) to one hundred and ten thousand dollars ($110,000.00).

Section 3. Findings. The Governing Body hereby finds:

A. The City of Santa Fe has determined that it is in the interest of the welfare of the citizens of Santa Fe to enter into an Economic Development Project Participation Agreement for the purposes of effectuating the City's Economic Development Plan and the Project.

B. In compliance with the City's Economic Development Fund Ordinance, 11-14 SFCC (1987), this Project Participation Agreement between Qualifying Entity and the City clearly states the following:

(1) Descartes Labs, Inc. is a qualifying entity;

(2) The contributions of the City and Qualifying Entity;

(3) The specific measurable objectives upon which the performance review will be based;

(4) A schedule for Project development and goal attainment;

(5) The security being offered for the City's investment;

(6) The procedures by which the Project may be terminated and the City's

investment recovered;

(7) The time period for which the City shall retain an interest in the Project; and

(8) The economic development goals of the project; and

(9) A "sunset" clause after which the City shall relinquish interest in and oversight of the project.

Section 4. Approval and Adoption of the Project Participation Agreement. The go verning body hereby approves the 2020 PPA (attached as **Exhibit A**) whereby the City will continue to be the Fiscal Agent for the State Legislative appropriation of seven hundred thousand dollars ($700,000.00) and for the one hundred thousand dollars ($100,000.00) in City Funds. The City will pass through the State Legislative appropriation of seven hundred thousand dollars ($700,000.00) and the City funds of one hundred thousand dollars ($100,000.00) to Qualifying Entity and the funds will be used for construction of tenant improvements and infrastructure in and to the facility and for lease payments with any remainder from the infrastructure and tenant improvement expenses and thus will continue to expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

Section 5. Severability Clause. If any section, paragraph, clause, or provision of this ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or unenforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this ordinance or the regulation so challenged.

Section 6. Effective Date. This ordinance shall become effective immediately upon adoption.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/2020-11 Descartes Labs LEDA PPA Amendment

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT

THIS AMENDED PROJECT PARTICIPATION AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2020, by and between the City of Santa Fe, a municipal corporation (hereinafter referred to as the "City") and Descartes Labs, In c. a Delaware Corporation registered as a foreign profit corporation in the State of New Mexico (hereinafter referred to as the "Qualifying Entity" or "Q/E").

WHEREAS, the State of New Mexico has deemed it in the best interest of the citizens of New Mexico to enact the Local Economic Development Act ("LEDA") (NMSA 1978, §§ 5-10-1 *et seq.*);

WHEREAS, LE DA explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City has complied with LEDA requirements by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan (11-11 SFCC (1987)), called the Community Economic Development Plan and Economic Development Strategy for Implementation dated May 21, 2008;

WHEREAS, Descartes Labs, Inc. is a "qualifying entit y" under LEDA and the Economic Development Ordinance in that it is a software developer, which fall under the definition of a "manufacturer" in a primary industry that creates economic base jobs and which exports fifty percent (50%) or more of their services or goods outside of New Mexico (§ 11-11.4 (A) SFCC (1987)); (NMSA 1978, § 5-10-3 (J);

WHEREAS, all requirements under the Economic Development Ordinance have been fulfilled;

WHEREAS, the Q/E has submitted an application ("Application") to the City for assistance under the Economic Development Plan Ordinance (11-11 SFCC (1987)) and for the City to act as fiscal agent for the grant monies ("Grant Monies") granted b y the City through its Office of Economic Development and through the New Mexico Economic Development Department;

WHEREAS, in the Application, the Q/E proposed an "economic development project" compliant with LEDA, in that it will use the Grant Monies for lease payments, construction costs and materials associated with the interior renovation of its facilities and to improve or construct infrastructure, including HVAC, telecommunications, broadband connectivity, and other infrastructure necessary to provide or improve service to the facility (the "Project") located at 100 North Guadalupe, Santa Fe, New Mexico, 87501;

WHEREAS, the City has determined that it is in the interest of the welfare of the citizens of the City to enter into this Agreement for the purposes of effectuating its economic development plan;

WHEREAS, the City's total maximum contribution to the Project is One Hundred Thousand Dollars and No Cents ($100,000.00); the State of New Mexico's contribution to the Project will not exceed Seven Hundred Thousand Dollars and No Cents ($700,000.00) from the New Mexico LEDA Fund ("NM LEDA Fund") pursuant to an intergovernmental agreement between the Cit y and the State to be executed soon after the execution of this Agreement; and the Q/E shall contribute at least Four Million Two Hundred Nine Thousand Dollars ($4,209,000) to the Project; and

WHEREAS, the Project addresses the following objectives from the Santa Fe Economic Development Implementation Strategy as adopted by City Resolution 2008-42: "Diversify the Santa Fe Economy with an emphasis on high wage jobs and career paths;" "Pursue overall affordability where local wages can support living in Santa Fe (reduce leakage);" and "Bolster Santa Fe's leadership position and/or potential in innovation."

WHEREAS, this Agreement clearl y provides the following as required b y LEDA and the Economic Development Plan Ordinance: (1) the economic development goals of the Project; (2) the contributions of the City, State, and the Q/E; (3) the specific measurable objectives upon which the performance review will be based; (4) a schedule for project development and goal attainment; (5) the security being offered for the City's and State's investment; (6) the procedures by which the project may be terminated and the City's investment recovered; (7) the time period for which the City shall retain an interest in the Project; (8) a "sunset" clause after which the City shall relinquish interest in and oversight of the Project; and (9) that the Qualifying Entity is a qualifying entity.

NOW THEREFORE, in consideration of the foregoing, the following and other good and valuable consideration, the receipt of which is hereby acknowledged the undersigned parties hereb y agree as follows.

1. CONTRIBUTIONS OF THE CITY, THE STATE AND THE Q/E

A. Contributions of the State and the City. The maximum grant monies that may be disbursed under this Agreement shall be $800,000 as described below:

(1) City Contribution. This Agreement governs the City's contribution to the Project. The City shall reimburse the Q/E in the amount of up to One Hundred Thousand Dollars and No Cents ($100,000.00) for lease payments, infrastructure to improve the interior of the building and site, design, development, installation of infrastructure and construction of tenant improvements to the facility.

(2) State Contribution: This Agreement governs the State's contribution of up to Seven Hundred Thousand Dollars and No Cents ($700,000.00) from the NM LEDA Fund by way of the New Mexico Economic Development Department. The City will serve as fiscal agent

pursuant to the Intergovernmental Agreement between the City and State, which was executed in 2018 and is in substantial form as **Attachment "E"**, the terms of which are incorporated into this Agreement. The State monies will be available for disbursement in the following tranches upon completion of the disbursement milestones:

(a) $400,000 by June 30, 2018, upon the creation of 19 new jobs with a payroll of $2.66 million or more and the completion of Phase I and II of the Construction Schedule in **Attachment "B",** which has alread y been complete b y the Effective Date of this Amendment;
(b) $90,000 by June 30, 2019 upon the creation of 17 new jobs for a total of 36 new with a payroll of $5.04 million, which has alread y been complete b y the Effective Date of this Amendment;
(c) $10,000 by June 30, 2023, for a total of 50 new jobs and retention of previous jobs for a total of 70 jobs and upon the completion of the final performance audit and close-out.
(d) A bonus will be disbursed at a rate of $10,000 per job for a maximum of $200,000, for each job created and retained for six months by June 30, 2024, in excess of the 70 new jobs requirement, in accordance with **Attachment A**.

(3) Disbursement of Grant Monies: Dispersal of the NM LEDA Funds b y t he State and the City's economic development funds are contingent upon the following:

(a) The Cit y and the New Mexico Economic Development Department shall execute an intergovernmental agreement for the State to grant up to $700,000.00 to the City as fiscal agent for the Project; and

(b) The Q/E shall submit to the City for review, a cover letter, invoice, proof of payment, and supporting documentation of the completion of performance milestones at each project phase necessary for disbursement as referenced in the Job Creation Commitment and Schedule in **Attachment A**. Disbursement shall be made on a reimbursement basis of eligible costs under the LEDA, as further limited below:

(i) Lease Payments;
(ii) Design, development and construction of building, infrastructure and tenant improvements for the building and site;

It is expressly understood that any costs eligible for reimbursement must be incurred after this Agreement is in effect.

(c) The City shall disburse to the Q/E One Hundred Thousand Dollars ($100,000) in City Grant Monies. The City monies will be available for disbursement in the following tranches:

i. $20,000 by the end of June 30, 2018, after the completion of Phase I and II of the Construction Schedule in **Attachment "B"**, which

has alread y been complete by the Effective Date of this Amendment;

ii. $30,000 by the end of June 30, 2019, after the creation of 36 new jobs as referenced in Job Creation Commitment and Schedule in **Attachment "A"**, which has already been complete by the Effective Date of this Amendment; and

iii. $50,000 by the end of June 30, 2022, after the creation of 50 new jobs as referenced in the Job Creation Commitment and Schedule in **Attachment "A"**; and

(4) If Grant Monies from the City and State do not fully fund the Project; the Q/E shall contribute an y additional funds necessary to fund the remainder of the Project.

B. Contributions of the Q/E.

(1) Financial Investment: The Q/E shall contribute Four Million Two-Hundred Nine Thousand Dollars ($4,209,000) or more in matching funds to complete the Project.

(2) Project Management: Unless otherwise specified in this Agreement, the Q/E shall be responsible for managing all parts of the Project.

(3) Direct Economic Output:

The Project is anticipated to generate $106,147,218 in direct salaries for existing and expanded operations over ten ye ars. The total estimated direct economic output for the expansion of the facility is $96,624,751 over ten years, as is further described in the Economic Impact Report (See page 4 of **Attachment "C"**).

(4) Expanded Tax Base: As a result of the completion of the Project, the Q/E will generate contributions to the City's tax base, as enumerated in the Economic Impact Report. Net benefits for the Cit y generated b y this Project (including propert y tax es, gross receipts taxes, utility fees, utility franchise fees, lodger's taxes and other use taxes) are estimated $651,983 over ten years. (See pp. 10 of Economic Impact Report of **Attachment "C"**.)

(5) Proportional Investment: The Q/E at its discretion may decide to not accept the entire $800,000 in grant monies for the Project. If the Q/E does not accept the entire granted monies, then the capital investment and job creation requirements would then decrease proportionally to the level of grant monies accepted. The Q/E shall notify the City 30 days prior to its decision.

2. PERFORMANCE REVIEW AND CRITERIA – ECONOMIC DEVELOPMENT GOALS

A. Economic Development Goals. The following Project and Economic Development Goals shall be fulfilled by the Q/E:

(1) By June 30, 2019, the Q/E shall employ at least thirty-six (36) new full-time equivalent emplo yees in the City of Santa Fe, while retaining the prior employment, and in accordance with the minimum average wage in the Job Creation Commitment and Schedule. See **Attachment "A"**.

(2) By June 30, 2023, the Q/E shall employ no fewer than fifty (50) new full-time equivalent employees in the City of Santa Fe, while retaining the prior employment figures, in accordance with the minimum average wage data points in **Attachment A**.

(3) If the Q/E emplo ys more than 50 new full-time equivalent jobs with a headcount between 71 and 90 employees by June 30, 2024 and retains them for six months, then the Q/E shall be entitled to a bonus of Ten Thousand Dollars and No Cents ($10,000.00) per job for up to 20 jobs for maximum amount of Two Hundred Thousand Dollars and No Cents ($200,000.00), in accordance with **Attachment A**.

(4) The Q/E's contribution as set forth in Paragraph 1.B herein is incorporated into the Economic and Development Goals.

B. Reports; Certifications; Review.

(1) Quarterl y Reports. During the term of this Agreement, the Q/E shall provide to the Office of Economic Development staff quarterly reports in the months of January, April, July, and October of each year. The Q/E's quarterly reports shall clearly indicate how the Q/E has met the job creation requirements in **Attachment A**, and the taxes generated and other indices contained in the Economic Impact Report (see Attachment D for recommended form) Quarterl y reports shall be in the form of an affidavit signed by an officer of the Q/E. Quarterly reports shall include a copy of FORM ES-903 provided by the Q/E to the City, which the Q/E filed with the New Mexico Department of Workforce Solutions, to demonstrate compliance with this Agreement at each review cycle. In the quarterl y report, the Q/E shall include number of new jobs, the average wage of the new employees, cumulative emplo yment, retention of existing employees and total payroll. The City's review of the quarterl y reports shall determine whether the Q/E is in compliance with this Agreement and is substantially achieving the goals and objectives herein.

(2) Annual Reports. The City may require the Q/E to provide annual reports or a presentation to the City's governing body and the Economic Development Advisory Committee (EDAC). The City will give the Q/E a minimum of 30 days' notice if a report or presentation to the governing bod y or EDAC is required. City staff shall review these reports to ensure the Q/E's compliance with this Agreement in accordance with the Job Creation Commitment and Schedule.

(3) Expanded Tax Base Report: Within a reasonable time after completion of the construction of the facilities, but in any event by the next quarterl y report, the Q/E shall provide to the City a written report on the construction jobs and wages created and the economic impacts thereof.

(4) Certification of Non- Interest. The Q/E shall certify to the City that no member, officer, or employee of the Cit y or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, has an y interest, direct or indirect, in the Q/E or an y contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The Q/E shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

D. Documentation of Completion of Construction Phases: Within a reasonable time after completion of each phase listed in Paragraph 1.A (3) (b) and (c) herein, the Q/E shall provide documentation of its completion to the City's Office of Economic Development. The Q/E shall provide documentation to the City that construction of the facilities was completed by June 30, 2018. See Construction Schedule, attached as **Attachment "B"**.

3. RECAPTURE PROVISIONS FOR PUBLIC MONIES

A. If an y Economic Development Goal set forth in Paragraph 2.A is not met and documented in a manner deemed satisfactory by the City, the Q/E shall be deemed in default ("Default") and within 60 days of the City receiving the quarterly report with the information of such Default, the City shall send a written Notice of Default to the Q/E informing the Q/E how many days it has to cure the Default or repay the Grant Monies disbursed in proportion to the Economic Development Goals not yet achieved.

B. If the Q/E remains noncompliant after any applicable cure period, then the City may elect to pursue an y and all remedies available in law or equity, including but not limited to initiating foreclosure of the security interest or demanding timely repayment by the Q/E of the Grant Monies in proportion to the unmet goals, as the City in its sole discretion may determine subject to reasonable calculations.

C. In the event the Q/E ceases operations and closes its facility before the end of year three of this amended Agreement, the Q/E shall be deemed in Default and the Q/E shall reimburse 100% of all Grant Monies disbursed to the Q/E to the City of Santa Fe Economic Development Fund as identified in 11-14 SFCC (1987).

4. Q/E BUYOUT

A. The Q/E may, at its election, buyout and thereby terminate this Agreement by repaying in full to the City all Grant Monies. Such repayment by the Q/E shall be without penalty until and unless the City initiates claw back of the Grant Monies, at which point costs, expenses (including City staff time) and attorney's fees will accrue to the repayment amount.

B. The Q/E must send prior written notice to the City of the Q/E's intent to repay in full the Grant Monies at least 45 days prior to the Q/E's repayment. The City's receipt of the Q/E's repayment of all disbursed Grant Monies (including any costs, fees, and expenses resulting from

claw back proceedings) constitutes satisfaction of the Q/E under this Agreement, upon which the Q/E may request release of the securit y interest, and the City will release the securit y interest within a reasonable time after receiving the Q/E's written request.

C. Within 30 days of receiving such notice from the Q/E, the City will notify the New Mexico Economic Development Department of the Q/E's intent to exercise the buyout clause. The City will reimburse the New Mexico Economic Development Department its portion of the repaid Grant Monies within 60 days after the Cit y receives the repaid monies from the bu yout.

5. SECURITY FOR CITY'S INVESTMENT; CLAWBACK

This is a grant project only, with the City acting as fiscal agent. The Q/E has no loan obligations for repayment to the City or State, but is obligated to fulfill the Economic Development Goals of this Agreement, however if the Q/E is found by the City to be in default, then the City may elect to demand financial reimbursement by the Q/E.

A condition precedent to this PPA is securitization of the Grant Monies which may be clawed back if the Q/E fails to meet its performance goals under this PPA. As securit y for fulfilling the Economic Development Goals, before the City may disburse any appropriations to the Q/E, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City. The expected securitization method is an irrevocable stand-by letter of credit from an issuing financial institution, with the City as beneficiary, from which the City may immediately draw down upon the City's presentation of a demand for payment and evidence of Q/E's default ("Irrevocable Letter of Credit"). This Irrevocable Letter of Credit shall have automatic one- ye ar extensions terminable at the sole option and discretion of the City. At an y given time, the Irrevocable Letter of Credit must secure an amount, and the City shall be able to draw down an amount, at least equal to the amount of appropriations made to the Q/E for the Project, the maximum being $800,000. Funds from the Irrevocable Letter of Credit may be drawn in one drawing or from time-to-time in or one or more partial drawings on or before the expiration date. Attached hereto and incorporated herein is **Attachment A**, which sets forth the clawback terms.

During the term of this Agreement, the Q/E may request a full or partial release of the Irrevocable Letter of Credit by the substitution of collateral, repayment of the disbursed appropriation or proof that the Q/E has met the Contribution and Economic Development Goals, in part or in whole, under this Agreement. An y full or partial release of the Letter of Credit will be proportional to the value of the substitute collateral, repayment, or the portion of Economic Development Goals met which are no longer subject to clawback according to **Attachment A.** Acceptance of substitute collateral or proof of performance goals shall be within the City's sole and absolute discretion.

6. TERM; SUNSET

This Agreement shall remain in force for 10 ye ars from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the satisfaction of the City, whichever is earlier. In the event the Q/E performs or exceeds the required

performance levels contained in this Agreement, as may be determined b y t he City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 7, below.

This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City determines that the objectives under this Agreement have been fulfilled and a closure letter b y the City is provided to the Q/E.

7. **TERMINATION**

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination in the event that the Q/E ceases to operate the Project in accordance with the terms of this Agreement. If the Q/E is found to not be in substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Grant Monies.

The Q/E may terminate the Agreement by pre-paying in full to the City and without penalty any Grant Monies disbursed to the Q/E. The Q/E must send a written letter to the City giving notice of its intent to pre-pay the Grant Monies in full within 45 days prior to the Q/E's intent to repay in full the Grant Monies

8. **STATUS OF THE Q/E**

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and emplo ye es, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or an y other benefits afforded to emplo ye es of the City as a result of this Agreement. The Q/E shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

9. **ASSIGNMENT AND SUCCESSORS; BINDING EFFECT**

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.

B. The Q/E shall not assign or transfer an y of its rights, privileges, obligations or other interest under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other matter, including any claims for money due or to become due under this Agreement, without the prior written approval of the City.

C. Any purported assignment of rights is a violation of subsection (B) and is void.

10. **INDEMNIFICATION; LIABILITY**

It is expressl y understood and agreed b y and between the Q/E and the City that the Q/E shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments

on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from the Q/E's actions or inactions as a result of this Agreement, as well as the actions or inactions of Q/E's employees, agents, representatives and subcontractors as a result of this agreement. The Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

11. **INSURANCE**

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to propert y. Such insurance shall provide that the City is named as an additional insured and that the City shall be notified no less than 30 days in advance of cancellation for an y reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing under this Agreement.

B. The Q/E shall also obtain and maintain Workers' Compensation insurance, required b y law, to provide coverage for Q/E's employees throughout the term of this Agreement. The Q/E shall provide the City with evidence of its compliance with such requirement.

12. **NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1*et seq.* NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

13. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Q/E. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

14. **RECORDS AND AUDITS**

The Q/E shall maintain and keep in its possession throughout the term of this Agreement and for a period of six (6) ye ars thereafter, all related records, including but not limited to, all financial records, requests for proposals (RFPs), invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records

sufficient to fully account for the amount and disposition of the total funds from all sources budgeted hereunder, the purpose for which such funds were used, and other such records as the City or the State shall proscribe. The Q/E shall be strictly liable for receipts and disbursements related to the Project Grant Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon notice within five (5) business days. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

15. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Governing Bod y and the New Mexico Economic Development Department on behalf of the Q/E to the City, this Agreement shall terminate upon written notice being given by the City to the Q/E.

16. **RELEASE**

The Q/E, upon final fulfillment of this Agreement, releases the City, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

17. **CONFIDENTIALITY**

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

18. **CONFLICT OF INTEREST**

The Q/E warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Q/E further agrees that in the performance of this Agreement no persons having an y such interests shall be employed.

19. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

The Q/E shall abide b y al l applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the City of Santa Fe. In an y action, suit or legal dispute arising from this Agreement, the Q/E agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or

suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. **AMENDMENT**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

21. **SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said performance. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

22. **REPRESENTATIONS AND WARRANTIES**

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act, 29 CFR 1630. The Q/E hereby agrees to defend, indemnify, and hold harmless the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Q/E, its contractors and subcontractors, agents, successors, assigns, officers, or emplo yees to comply with provisions of the ADA or the rules and regulations promulgated there under the Americans with Disabilities Act, 29 CFR 1630.

B. The Q/E agrees to comply with the applicable provisions of local, state, and federal equal emplo ym ent opportunity statutes and regulations.

C. The Q/E shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

23. **APPLICABLE LAW**

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

24. **NON-DISCRIMINATION**

During the term of this Agreement, the Q/E shall not discriminate against any employee or applicant for an employment position to be used in the performance by the Q/E hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical, or mental disability, medical condition, or citizenship status.

25. **SEVERABILITY**

In case an y one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

26. **NOTICES**

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to the CITY OF SANTA FE:
City of Santa Fe
Attn: Office of Economic Development Director
P.O. Box 909
Santa Fe, NM 87504

If to QUALIFYING ENTITY:
Attn: Chief Executive Officer
Descartes Labs, Inc.
100 North Guadalupe Street
Santa Fe, NM 87501

27. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

28. **ATTACHMENTS**

All attachments are fully incorporated herein and made a part of this Agreement.

29. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

30. **REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatory for the Q/E represents and warrants that he or she is duly authorized and has legal capacit y to execute and deliver this Agreement. The Q/E represents and warrants that the execution and delivery of the Agreement and the performance of the Q/E's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

_____
Alan Webber, Mayor

ATTEST:

_____
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

/s/ Andréa Salazar for
Erin K. McSherry, City Attorney

APPROVED:

_____
Mary T. McCoy, Finance Director

2122800.510400
Munis Org Number

QUALIFYING ENTITY:
Descartes Labs, Inc.

Phil Fraher
CEO and President

By: _____

Employer ID Number: _____
City of Santa Fe Business ID Number: 03-326950-00

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Notarized Affidavit

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by PHIL FRAHER, the Chief Executive Officer and President of Descartes Labs, Inc., a foreign profit corporation, on its behalf.

_____
Notary Public

My commission expires:

Attachment A

Job Creation Commitment and Schedule (Net New Jobs) ❖*

Year	*Net New Jobs Hiring Target*	*Jobs Retained From Prior Years*	*Payroll*	*Job Determination Period*		*Clawback % on Job Creation Shortfall^^^*
1	20 + 19 = 39	20 (starting headcount)	$2.66 million	01-Jul 2017	30 Jun 2018	100%
2	39 + 17=56	39	$5.04 million	01 Jul 2018	30 Jun 2019	100%
3	56 + 14 = 70	56	$7.0 million	01 Jul 2019	06 Jun 2022	100%
4	-	70		01 Jul 2022	30 Jun 2023	75%
5	-			01 Jul 2023	30 Jun 2024	50%
Note	71-90 (Bonus)			-	01 Jan 2024	
Total	*50*		*$14.7 million*			
	Addt'l Notes: All 70 new jobs and the 20 baseline jobs must be retained until June 30, 2024 for compliance. Any bonus tier job shall be achieved prior to June 30, 2024, and must be retained for six months for the bonus.					

Starting Headcount (JTIP Eligible):	20	*As of:*	June 30, 2017

^^^ Clawback percentage is calculated on job creation shortfall at expiration or termination of the PPA, whichever is earlier. Clawback formula = (Job Creation % Shortfall) x (Cumulative Grant Monies Distributed), where Job Creation % Shortfall is (1 - (actual jobs / cumulative hiring target))*100%.

❖ Each job must have a minimum average salary of $110,000, not including additional benefits. Wages of jobs retained from prior years must equal to or exceed the wage requirements for those jobs as described herein. Only New Mexico based employees count towards job creation.

Attachment B

Descartes Labs, Inc.

Construction Schedule

Estimated Completion Date	Description
March 31, 2018	Phase I: Tenant Improvements - Start of Construction.
June 30, 2018	Phase II: Tenant Improvements – Receipt of Certificate of Occupancy, after completing upgrades to design, building, interior, office and workspace upgrades, and installation of infrastructure to building facilit y which may include, HVAC, broadband connectivity, utilities, security, electrical, and an y infrastructure necessary for operations.

DATE: May 20, 2020
TO: EDAC, Finance Committee and City Council
VIA: Rich Brown, Director, Office of Economic Development RB
FROM: Fabian Trujillo, Manager, Office for Business Growth
RE: Descartes Labs, Inc. – PPA and PPLA - Contract Munis #3201914 & Munis Project # ED21219K

Background:

Descartes Labs, Inc. a spinoff from LANL, is a software development company that creates proprietary software utilized in satellite imaging and analysis. The software is developed for a cloud-based supercomputing platform to assist with research and development to predict changes in natural resources such as U.S. corn yields. Basically, their software teaches computers to "see." Computers can identify objects around the world, such as corn fields and solar farms, with incredible precision utilizing Descartes's proprietary technology.

In January 10, 2018, the City Council approved Project Ordinance 2018-2 to investment public monies of $800,000 for Descartes Labs to build world headquarters located at 100 North Guadalupe. The public investment included $700,000 from the state and $100,000 in matching funds from the city. The investment would be for tenant improvements, facility infrastructure and lease abatement. The public benefit was for Descartes to create 50-70 new high paying jobs and a minimum capital investment of $4.2 million with 10 years.

As of January 31, 2020, Descartes Labs was on track to meet their economic development goals. The City reimbursed $540,000 in public monies to Descartes Labs. They used a capital investment of $3.1 million to renovate the building located at 100 North Guadalupe in a world-class, state of the art corporate headquarters building. This building was utilized to attract high skilled talent to Santa Fe. They had an employee base of 75 employees with an average annual wage of over $120,000. Descartes was on track to qualify for the bonus monies ahead of the job creation schedule in their project participation agreement. Then Covid 19 created an economic crash in magnitude similar to the Great Depression. Covid 19 forced Descartes to lay off employees and reduce employee salaries to prevent closure.

Item and Issue:

Descartes Labs requests $750,000 from the State of New Mexico for a zero interest loan. The monies will be utilized for lease payments for two years. The city will be the fiscal agent for the project, administer the disbursement of the monies, and monitor the economic goals in accordance with the Project Participation Loan Agreement (PPLA). In return for the loan, Descartes Labs will maintain a minimum employee base of fifty-six people and a monthly minimum payroll of $630,000. The loan will be repaid in two years from the approval of the Project Participation Agreement. If Descartes Labs payroll falls to 80% of the monthly-required payroll, then the loan will escalate to 6%. If the payrolls falls to 70% of the monthly-required payroll, then the loan will become due. The monies will be secured by a second lien on fixed assets of the company.

Next, Descartes Labs requests that the current PPA be amended to delay meeting the required economic goals for two years, reducing the average annual wage from $140,000 to $110,000 and that the reimbursement of monies in original PPA for two years. This will allow Descartes Labs to get on track to create the required 50 new jobs and the additional bonus jobs. If Descartes Labs employment base or headcount is 90 people and are retained for six months, then Descartes Labs will be reimbursed the remaining $260,000 of the initial public investment approved on January 10, 2018. They will also have to complete the capital investment in the project of $4.2 million (Projected to invest $2.4 million for a total investment of $5.5 million instead of $4.2 million). The monies for the original investment will continue to be securitized by a Letter of Credit. The city will not fully release the security instrument until the economic development goals are met and the project is closed.

Over the next ten years, Descartes' total fiscal impact to the State, City, County, SF Community College and Public Schools is estimated to generate approximately $55,802,249 in net benefits. Of the net benefits, Descartes Labs is estimated to generate $19,341,579 of this fiscal impact.

Action:

This amended project will stymie the impacts of the Covid 19 pandemic in the high tech sector and lead to recovery for an anchor business in this industry sector. Second, the project outcomes will continue to align with the objectives and goals of the Economic Development Implementation Strategy adopted by the City Council in 2008. The project will create high-wage career path employment, diversity Santa Fe's economy and bolster Santa Fe's innovative entrepreneurial ecosystem.

Staff recommends approval of both project participation agreements, intergovernmental agreements, budget adjustment request and supporting documents for $750,000 in loan monies from the State of NM LEDA Fund. Once the project participation and intergovernmental agreements are approved and executed, the NM Economic Development Department will transfer $750,000 to the City of Santa Fe's LEDA fund for the loan and $200,000 in FY 2023-2024 for the bonus jobs. The Munis Org Number is 2122800.510400 for this project.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-12

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt-Sanchez

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11 SFCC 1987; APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND DESCARTES LABS, INC. FOR AN ECONOMIC DEVELOPMENT LOAN PROJECT FOR LEASE PAYMENTS TO PROVIDE ASSISTANCE FOR THE NEGATIVE FINANCIAL IMPACTS OF COVID-19.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Short Title. This Ordinance shall be known as the "COVID-19 Descartes Local Economic Development Loan Project Ordinance."

Section 2. Recitals.

A. The Local Economic Development Act, NMSA 1978, Sections 5-10-1, et. seq. ("LEDA") explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources; and

B. The City of Santa Fe has complied with the requirements of the Local Economic

Development within Act by adopting an Economic Development Fund Ordinance (11-14 SFCC (1987)), incorporating that ordinance its community economic development plan and its economic development strategy for implementation dated May 21, 2008; and

C. Descartes, Labs, Inc. ("Qualifying Entity") is a software development facility that serves the public by stimulating and catalyzing the growth of a high-technology industry cluster in Santa Fe under the Economic Development Ordinance. The Qualifying Entity creates economic base jobs as a software development facility by creating software that for cloud-based super-computing platforms that predicts changes in natural resources to better understand the planet.

D. The State of New Mexico has appropriated seven hundred and fifty thousand dollars ($750,000.00) from the New Mexico LEDA Fund to loan to the Qualifying Entity for its facility lease payments during a two year period to assist it with the negative financial impacts of COVID-19. The Qualifying Entity's facility is located at 100 North Guadalupe Street in Santa Fe, New Mexico. This project defined as the "Project" is the world headquarters, which will expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

E. The facility will be used to develop software, which is an activity that falls under the definition of a "manufacturer" under LEDA.

F. As of December 31, 2019, Descartes Labs employed seventy-five (75) people with an average annual salary of over one hundred and twenty thousand dollars ($120,000.00), which was compliant with PPA 2018-0057 approved on January 10, 2018, by the city council. Descartes Labs was on track to earn its bonus monies of ten thousand dollars ($10,000) per job by employing hiring twenty (20) people.

G. Since January 31, 2019, the COVID-19 pandemic forced Descartes Labs to lay off twelve (12) employees for a current employee base of fifty-six (56) people. The pandemic has delayed its growth plans by two (2) years.

H. The project participation loan agreement will be approved to loan Descartes Labs, Inc.,

seven hundred and fifty thousand dollars ($750,000.00) for two (2) years. The loan will be for maintaining its employee base of fifty-six (56) people with a minimum annual payroll of seven million five hundred and sixty thousand dollars ($7,560,000.00).

Section 3. Findings. The Governing Body hereby finds:

A. The City of Santa Fe has determined that it is in the interest of the welfare of the citizens of Santa Fe to enter into an Economic Development Project Participation Loan Agreement for the purposes of effectuating the City's Economic Development Plan and the Project.

B. In compliance with the City's Economic Development Fund Ordinance, 11-14 SFCC (1987), this Project Participation Agreement between Qualifying Entity and the City clearly states the following:

(1) Descartes Labs, Inc. is a qualifying entity;

(2) The contributions of the City and Qualifying Entity;

(3) The specific measurable objectives upon which the performance review will be based;

(4) A schedule for Project development and goal attainment;

(5) The security being offered for the City's investment;

(6) The procedures by which the Project may be terminated and the City's investment recovered;

(7) The time period for which the City shall retain an interest in the Project;

(8) The economic development goals of the project; and

(9) A "sunset" clause after which the City shall relinquish interest in and oversight of the project.

Section 4. Approval and Adoption of the Project Participation Agreement. The Governing Body hereby approves the 2020 PPLA (attached as Exhibit A) whereby the City will continue to be the Fiscal Agent for the Qualifying Entity, and provide the new loam money provided

by the State Legislative appropriation of seven hundred and fifty thousand dollars ($750,000.00) in State Funds. The City will loan the State Legislative appropriation of seven hundred and fifty thousand dollars ($750,000.00) to the Qualifying Entity and the funds will be used for lease payments. In return, the Qualifying Entity will retain the current fifty-six (56) jobs, maintain the current annual payroll of seven million five hundred and sixty thousand dollars ($7,560,000.00), and continue to expand tax the base and generate taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

Section 5. Severability Clause. If any section, paragraph, clause, or provision of this ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or unenforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this ordinance or the regulation so challenged.

Section 6. Effective Date. This ordinance shall become effective immediately upon adoption.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/2020-12 Descartes Labs LEDA PPLA

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION LOAN AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION LOAN AGREEMENT (the "Agreement") is entered into as of the _____ of _____ 2020, by and between the City of Santa Fe (the "City"), a political subdivision of the State of New Mexico (the "State"), and Descartes Labs, Inc. (the "Qualifying Entit y" or "Q/E").

WHEREAS, the purpose of the Local Economic Development Act ("LEDA"), NMSA 1978, §§ 5-10-1, et seq., is to provide public support for economic development to foster, promote and enhance local economic development efforts;

WHEREAS, LEDA explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City has complied with LEDA requirements by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan (11-11 SFCC (1987)), called the Community Economic Development Plan and Economic Development Strategy for Implementation dated May 21, 2008;

WHEREAS, Descartes Labs, Inc. is a "qualifying entit y" under LEDA and the Economic Development Ordinance in that it is a software developer which is a "manufacturer" in a primary industry that creates economic base jobs which exports fifty percent (50%) or more of their services or goods outside of New Mexico (§ 11-11.4 (A) SFCC (1987));." (NMSA 1978, § 5-10-3 (J);

WHEREAS, the City will receive an appropriation of funds (the "Appropriation") allocated from the State to disburse as funds to the benefit of the "Qualifying Entity";

WHEREAS, the City will act as fiscal agent for the State's appropriation administering the Project (the State's "contribution") and will use the funds appropriated by the State, pursuant to §5-10-3 of LEDA, to convey the funds to the Qualifying Entit y, for a two year long lease abatement.

WHEREAS, all requirements under the City's Economic Development Ordinance have been fulfilled;

WHEREAS, the Q/E has submitted an application ("Application") to the City for assistance under the Economic Development Plan Ordinance (11-11 SFCC (1987)) for the City to act as fiscal agent for the loan monies ("Lo an Monies") loan by the City through its Office of Economic Development and through the New Mexico Economic Development Department;

WHEREAS, in the Application, the Q/E proposed an "economic development project" compliant with LEDA, in that it will use the Loan Monies for lease payments necessary to

operate the business, which are needed due to the Covid 19 pandemic, for the Q/E to afford its facility (the "Project") located at 100 North Guadalupe, Santa Fe, New Mexico, 87501;

WHEREAS, the City has determined that it is in the interest of the welfare of the citizens of the City to enter into this Agreement for the purposes of effectuating its economic development plan b y combating the impacts of COVID 19 on its economic base;

WHEREAS, the Project addresses the following objectives from the Santa Fe Economic Development Implementation Strategy as adopted by City Resolution 2008-42: "Diversify the Santa Fe Economy with an emphasis on high wage jobs and career paths; pursue overall affordability where local wages can support living in Santa Fe (reduce leakage); and Bolster Santa Fe's leadership position and/or potential in innovation."

WHEREAS, this Agreement clearl y provides the following as required b y LEDA and the Economic Development Plan Ordinance: (1) the economic development goals of the Project; (2) the contributions of the State, City and Q/E; (3) the specific measurable objectives upon which the performance review will be based; (4) the securit y being offered for the State's investment; (5) the procedures by which the project may be terminated and the State's investment recovered; (6) the time period for which the City shall retain an interest in the Project; (7) a "sunset" clause after which the City shall relinquish interest in and oversight of the Project; and (8) that the Qualifying Entity is a qualifying entity

1. CONTRIBUTIONS OF THE CITY, STATE AND THE Q/E

A. Contributions of the State. The State of New Mexico Economic Development Department agreed to loan to the Q/E the sum of Seven Hundred Fift y Thousand dollars and No Cents ($750,000.00) for a period not to exceed two years from the date hereof to be used for a two year lease abatement. Said loan shall be without interest, provided the terms of Section C are met, and will be repaid in whole at the end of this two (2) ye ar agreement.

B. Contributions of the City. This Agreement governs the City's contribution to the Project. The City will serve as fiscal agent pursuant to the Intergovernmental Agreement between the City and State, which is in substantial form as **Attachment "B"**, the terms of which are incorporated into this Agreement. The City shall reimburse the Q/E in the amount of up to Seven Hundred Fift y Thousand Dollars and No Cents ($750,000.00) in State monies for lease payments. The State monies will be available for reimbursement as identified in **Attachment A.**

(1) Disbursement of Monies: Dispersal of the NM LEDA Funds b y the State and the City's economic development funds are contingent upon the following:

(a) The City and the New Mexico Economic Development Department shall execute an intergovernmental agreement for the State to loan up to $750,000.00 to the City as fiscal agent for the Project; and

(b) The Q/E shall submit to the City for review, a cover letter, invoice, proof of payment, proof that mortgage is current and supporting documentation necessary for

quarterl y reimbursement. Disbursement shall be made on a reimbursement basis of eligible costs under the LEDA which include lease payments; and

(c) Disbursement(s) of the monies shall occur starting with the execution of all documentation, securitization is provided and approved and money is transferred to the city. Reimbursements will continue quarterly until all funds are disbursed.

(2) It is expressl y understood that any costs eligible for reimbursement are retroactive to April 1, 2020, to assist with the negative financial impacts of Covid 19 on Q/E.

C. Contributions of the Q/E. The Q/E agrees for its contribution to this economic development project to maintain 56 positions and a minimum of $630,000 in monthly payroll.

(1) If payroll falls below 90% of the payroll in Paragraph 1.C, the loan interest will escalate to 3% interest from the date of execution.

(2) If payroll falls below 80% of the payroll in Paragraph 1.C, interest on the loan will be 6% from the date of execution.

(3) If payroll falls below 70% of the payroll in Paragraph 1.C, the loan will become immediatel y due and payable.

2. PERFORMANCE REVIEW AND CRITERIA – ECONOMIC DEVELOPMENT GOALS AND OBJECTIVES

A. Economic Development Objective. The objective is to create and support an economic development project that fosters, promotes and enhances the local economic development objectives identified in the Economic Development Strategy for Implementation dated May 21, 2008.

B. Economic Development Goals. The following Economic Development Goals shall be fulfilled by the Q/E:

(1) The economic goal is to sustain the Q/E during the COVID-19 crisis and by providing the Q/E with the liquidity to retain its current employment base without layoffs. The retention of jobs will sustain the economic base and contribute to its long-term economic growth.

(2) The Q/E's contribution as set forth in Paragraph 1.C herein is incorporated into the Economic and Development Goals.

B. Reports; Certifications; Review.

(1) Quarterl y Reports. During the term of this Agreement, the Q/E shall provide to the Office of Economic Development staff quarterly reports in the months of January, April, July, and October of each year. The Q/E's quarterl y reports shall clearl y indicate how the Q/E has met the retention of jobs and the payroll identified in Paragraph 2.B. (see

Attachment D for recommended form) Quarterly reports shall be in the form of an affidavit signed b y an officer of the Q/E. Quarterl y reports shall include a copy of FORM ES-903a, or an equivalent document as required by the New Mexico Department of workforce Solutions, provided by the Q/E to the City to demonstrate compliance with this Agreement at each review cycle. In the quarterly report, the Q/E shall include retained jobs, the average minimum annual salary of the retained jobs, and the total monthly payroll, and proof of lease payments for each quarter. The first quarterly report shall certify that the number of baseline jobs is 56 employees.

(2) Annual Reports. The City may require the Q/E to provide annual reports or a presentation to the City's governing bod y and the Economic Development Advisory Committee (EDAC). The City will give the Q/E a minimum of 30 days' notice if a report or presentation to the governing bod y or EDAC is required. City staff shall review these reports to ensure the Q/E's compliance with this Agreement in accordance with the Job Creation Commitment and Schedule.

(3) Certificate of Non-Interest. The Q/E shall certify to the City that to the Q/E's best information, knowledge and belief and after reasonable inquiry, no member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, has any interest, direct or indirect, in the Q/E or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The Q/E shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

3. RECAPTURE PROVISIONS FOR PUBLIC MONIES

A. If an y Economic Development Goal set forth in Paragraph 2.B is not met and documented in a manner deemed satisfactory by the City, the Q/E shall be deemed in default ("Default") and within 60 days of the City receiving the quarterl y report with the information of such Default, the City shall send a written Notice of Default to the Q/E informing the Q/E how many days it has to cure the Default or repay the Grant Monies disbursed in proportion to the Economic Development Goals not yet achieved.

B. If the Q/E remains noncompliant after any applicable cure period, then the City may elect to pursue any and all remedies available in law or equity, including but not limited to initiating foreclosure of the security interest or demanding timel y repayment by the Q/E of the Grant Monies in proportion to the unmet goals, as the City in its sole discretion may determine subject to reasonable calculations

C. In the event the Q/E ceases operations and closes its facility before the end of year three of this Agreement, the Q/E shall be deemed in Default and the Q/E shall reimburse 100% of all Grant Monies disbursed to the Q/E to the City of Santa Fe Economic Development Fund as identified in 11-14 SFCC (1987).

4. Q/E BUYOUT

A. The Q/E may, at its election, buyout and thereby terminate this Agreement by repaying in full to the City all Loan Monies. Such repayment by the Q/E shall be without penalty until and unless the City initiates foreclosure of the loan, at which point costs, expenses (including City staff time) and attorney's fees will accrue to the repayment amount.

B. To initiate the buyout, t-he Q/E must send prior written notice to the City of the Q/E's intent to repay in full the Lo an Monies at least 45 days prior to the Q/E's repayment. The City's receipt of the Q/E's repayment of all disbursed Grant Monies (including an y costs, fees and expenses resulting from claw back proceedings) constitutes satisfaction of the Q/E under this Agreement, upon which the Q/E may request release of the security interest, and the City will release the security interest within a reasonable time after receiving the Q/E's written request.

C. Within 30 days of receiving such notice from the Q/E, the City will notify the New Mexico Economic Development Department of the Q/E's intent to exercise the buyout clause. The City will reimburse the New Mexico Economic Development Department its portion of the repaid Lo an Monies within 60 days after the City receives the repaid monies from the buyout.

5. SECURITY FOR CITY'S INVESTMENT; CLAWBACK

A. This is a loan project only, with the City acting as fiscal agent. The Q/E is obligated to fulfill the Economic Development Goals of this Agreement; however if the Q/E is found by the City to be in Default, then the Cit y may elect to demand financial reimbursement by the Q/E.

B. The Loan Monies should be secured in a manner that it may be clawed back if the Q/E fails to meet its performance goals under this PPA. As security for fulfilling the Economic Development Goals, before the City may disburse any appropriations to the Q/E, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City.

C. The acceptable securit y for the faithful performance and payment of all the Q/E's obligations under this agreement, the Q/E shall furnish to the city a second lien of the fixed assets acceptable the City and the State. The fixed assets shall be maintained during the entire term of this agreement and shall be held in place until the loan is repaid in full.

D. Acceptance of a method of securitization and of substitute collateral or proof of performance goals shall be within the City's sole and absolute discretion.

6. TERM; SUNSET

This Agreement shall remain in force for two (2) ye ars from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the reasonable satisfaction of the City, whichever is earlier. In the event the Q/E performs or exceeds the required performance levels contained in this Agreement, as may be reasonably determined by

the City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 7, below.

This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City reasonably determines that the economic development goals under this Agreement have been fulfilled, in which case the City will provide a closure letter to the Q/E.

7. TERMINATION

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination in the event that the Q/E ceases to operate the Project in accordance with the terms of this Agreement. If the Q/E is found to not be in substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Loan Monies.

The Q/E may terminate the Agreement by pre-paying in full to the City and without penalty any Loan Monies disbursed to the Q/E. The Q/E must send a written letter to the City giving notice of its intent to pre-pay the Loan Monies in full within 45 days prior to the Q/E's intent to repay in full the Loan Monies.

8. STATUS OF THE Q/E

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and emplo ye es, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or an y other benefits afforded to emplo ye es of the City as a result of this Agreement. The Q/E shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors retained b y the Q/E in the performance of the services under this Agreement.

9. ASSIGNMENT AND SUCCESSORS; BINDING EFFECT

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.

B. Any purported assignment of rights is a violation of subsection (B) and is void.

10. INDEMNIFICATION; LIABILITY

It is expressl y understood and agreed b y and between the Q/E and the City that the Q/E shall defend, indemnify, and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions, or demands whatsoever resulting from the Q/E's actions or inactions as a result of this Agreement, as well as the actions or inactions of Q/E's employees, agents, representatives and subcontractors as a result of this agreement. The Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

11. **INSURANCE**

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability with respect to the Project, in a form and with an insurance compan y reasonably acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to propert y. Such insurance shall provide that the City is named as an additional insured and that the Cit y shall be notified no less than 30 days in advance of cancellation for an y reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" with respect to such coverage as a condition prior to performing under this Agreement.

B. The Q/E shall also obtain and maintain Workers' Compensation insurance, required b y law, to provide coverage for Q/E's employees throughout the term of this Agreement. The Q/E shall provide the City with evidence of its compliance with such requirement.

12. **NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1*et seq.* NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

13. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Q/E. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

14. **RECORDS AND AUDITS**

The Q/E shall maintain and keep in its possession throughout the term of this Agreement and for a period of six (6) ye ars thereafter, all related records, including but not limited to, all financial records, payroll records and records of fixed assets as well as records sufficient to full y account for the amount and disposition of the total funds from all sources budgeted hereunder, the purpose for which such funds were used, and other such records as the City or the State shall proscribe. The Q/E shall be strictly liable for receipts and disbursements related to the Project Loan Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon notice within five business days. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

15. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Governing Bod y and the New Mexico Economic Development Department on behalf of the Q/E to the City, this Agreement shall terminate upon written notice being given b y the City to the Q/E.

16. **RELEASE**

The Q/E, upon final fulfillment by the City of its obligations under this Agreement, releases the City, its officers and emplo ye es, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the Cit y unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

17. **CONFIDENTIALITY**

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

18. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

The Q/E shall abide b y al l applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Q/E agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. **AMENDMENT**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

20. **SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said performance. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

21. **REPRESENTATIONS AND WARRANTIES**

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act of 1990 (the "ADA") and the regulations promulgated thereunder, 29 CFR 1630 . The Q/E hereb y agrees to defend, indemnify and hold harmless the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Q/E, its contractors and subcontractors, agents, successors, assigns, officers or emplo ye es to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

B. The Q/E agrees to comply with the applicable provisions of local, state, and federal equal employment opportunity statutes and regulations.

C. The Q/E shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as an y subsequent changes to such article throughout the term of this Agreement.

22. **APPLICABLE LAW**

This Agreement shall be governed b y the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

23. **NON-DISCRIMINATION**

During the term of this Agreement, the Q/E shall not discriminate against any employee or applicant for an employment position to be used in the performance by the Q/E hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

24. **SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

25. **NOTICES**

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to the CITY OF SANTA FE:
City of Santa Fe
Attn: Director of Office of Economic Development
P.O. Box 909
Santa Fe, NM 87504

If to QUALIFYING ENTITY:
Attn: Chief Executive Officer
Descartes Labs, Inc.
100 North Guadalupe Street
Santa Fe, NM 87501

26. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27. **ATTACHMENTS**

All attachments are fully incorporated herein and made a part of this Agreement.

28. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

29. **REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatory for the Q/E represents and warrants that he or she is duly authorized and has legal capacit y to execute and deliver this Agreement. The Q/E represents and warrants that the execution and delivery of the Agreement and the performance of the Q/E's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

_____

Alan Webber, Mayor

ATTEST:

_____

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

/s/ Andréa Salazar for

Erin K. McSherry, City Attorney

APPROVED:

_____

Mary McCoy, Finance Director

2122800.510400

Munis Org Number

QUALIFYING ENTITY:

Descartes Labs, Inc.
Phil Fraher
CEO and President

By: _____

CRS Number: 03-326950-00
Business License Number: 147387

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

Notarized Affidavit

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by PHIL FRAHER, the Chief Executive Officer and President of Descartes Labs, Inc., a foreign profit corporation, on its behalf.

_____

Notary Public

My commission expires:

Attachment A

Descartes Labs, Inc.

LEDA Disbursement Schedule

Date	Disbursement Amount	Disbursement Performance Milestone
July 30, 2020	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
October 30, 2020	$93,750 (State)	Retain employees with a minimum total of 56 and minimum payroll of $630,000 per month.
January 30, 2021	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
April 30, 2021	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
July 30, 2021	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
October 30, 2021	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
January 30, 2022	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
April 30, 2022	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month and complete an end of project review.

Attachment B

INTERGOVERNMENTAL AGREEMENT
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND
THE CITY OF SANTA FE, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Santa Fe, a municipal corporation of the State of New Mexico ("City"), collectively referred to as the "Parties," with reference to the following facts.

SECTION 1. RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to NMEDD for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §§ 5-10-1 through 5-10-13 (2007) ("LEDA"), is to provide "public support for economic development to foster, promote, and enhance local economic development efforts..." Section 5-10-2(B); and

WHEREAS, the City has adopted LEDA by Ordinance 2004-42 which established the City's Economic Development Plan that promotes economic development within the City and Ordinances Nos. 2008-42 and 2018-4 amending the Economic Development Plan Ordinance; and

WHEREAS, the City has adopted Ordinance No._____ ("Ordinance") to approve the economic development project ("Project") to assist Descartes Labs, Inc., a

Delaware corporation ("Descartes") within the City, with its costs associated with land, building, and infrastructure due to the Covid 19 pandemic.

WHEREAS, the City has entered into a Local Economic Development Project Loan Participation Agreement ("PPLA") with Descartes Labs, Inc. and, pursuant to the terms of that PPLA, Descartes Labs, Inc. will maintain an annual payroll of $7,560,000 .00 in exchange for the public contribution pursuant to the terms of that PPLA. A copy of the PPLA and any amendments are attached hereto as **Exhibit B**; and

WHEREAS, the EDD and the City desire to enter into this Agreement to facilitate disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City to oversee and administer the appropriation for the Project. It is the intent of the Parties that the EDD will transfer an amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents ($750,000.00) (the "Funds") from the Appropriation to the City for expenditures made to implement the Project. The Parties agree that any and all State Funds received by the City will be accounted for by the City as the fiscal agent for the EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the Project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the State in distributing appropriations to support the Project. EDD will transfer an amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents ($ 750,000.00) from the Appropriation to the City for expenditures made to implement the Project, pursuant to pursuant to Section 5-10-4(D) of LEDA. The City will quarterly review the Project timeline and progress until the two-year anniversary of this Agreement or until the City certifies to the EDD that the requisite Economic Development Goals have been completed to the City's satisfaction or that the EDD contribution of no greater than $750,000.00 in funds have been reimbursed to EDD.

The EDD and the City of Santa Fe agree that failure of Descartes Labs, Inc. to make the required repayment will result in a violation of the terms and conditions of this Agreement. Such violation, after any cure period granted, will require that the City of Santa Fe foreclose on the security interest. All the terms, conditions and requirements set forth under the PPA are incorporated into this Agreement by reference.

All state funds recaptured from Descartes by the City shall be returned to EDD within 60 days.

SECTION 4. CITY OF SANTA FE RESPONSIBILITIES:

The City shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to the City. The City shall notify the EDD in writing of any default by Descartes Labs, Inc. within 30-60 days of the event of default, as defined in the PPA ("Default");
2. Serve as fiscal agent for the Funds transferred to it under this Agreement;

3. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:

   a. Account for receipts and disbursements of reimbursed Funds;

   b. Provide the EDD with the required financial documentation pertaining to this disbursement; and

   c. Submit all required and reasonably requested documentation to the EDD, including the endorsed LEDA Ordinance approved by the Santa Fe City Council accepting the Project for Descartes as a qualifying entity pursuant to LEDA and PPLA entered into by the City of Santa Fe and Descartes Labs, Inc. S uch documentation shall include a fully executed copy of the Descartes Labs' security interest, and copies of invoices and other documentation as required by the EDD within the time required; and

   d. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of Funds described in this Agreement; and

   e. Monitor job retention and payroll maintenance required in the PPLA by Descartes Labs, Inc. and report the number of jobs retained each quarter to EDD for a period of two years after this Agreement has been fully executed. Quarterly reports shall include a copy of FORM ES-903 (or any form substituted therefore by the State) provided by Descartes Labs, Inc. to the City, on file with the New Mexico Department of Workforce Solutions.

SECTION 5. CITY CERTIFICATIONS:

As fiscal agent, the City hereby assures and certifies that:

1. It will comply with all applicable State laws, regu lations, policies, guidelines, and requirements with respect to the acceptance and use of State funds;
2. It has the legal authority to receive and expend the funds;
3. It will enforce the provisions of Ordinance No. _____ approving the Project;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long-term economic development benefits;
5. It will provide the EDD documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of reports and documentation it receives from Descartes;
6. It has entered into a PPLA and has obtained all financial documentation necessary to protect the City's and the State's investments in this project;
7. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work, stated above;
8. It will notify the EDD of any Default within 60 days of an event of Default. Further, the City shall provide the opportunity for any Default to be cured

by Descartes Labs, Inc., in accordance with the PPLA prior to termination thereof;

9. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall require Descartes to incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. Transfer an amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents ($750,000.00) from the Appropriation to the City for expenditure s made to implement the Project;
2. Monitor the progress of the project;
3. The Parties shall create a Schedule listing all such time limits which shall then be appended to this Agreement and thereupon incorporated into this Agreement and made a part hereof by this reference as though set forth in full; and

4. At the EDD's discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when Descartes Labs, Inc. documents to the City's satisfaction that the required Economic and Development Goals, as defined in the PPLA, have been satisfied, or until the PPLA is otherwise terminated or expires, whichever occurs earlier.

SECTION 8. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.* The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
2. The City Finance Department shall keep such records and will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used, and such other records as the EDD may require.

3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus Funds are possessed by the City, the City shall return said Funds to the EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

The City Finance Department shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit to the EDD the quarterly employment report in the form of an affidavit signed by an officer of Descartes Labs, Inc., which Descartes Labs, Inc. is required to submit quarterly to the City. The City Office of Economic Development shall submit to the EDD the quarterly reports that Descartes Labs, Inc. is required to submit to the City, including copies of Form ES-903 (or any form substituted therefor by the State), filed by Descartes Labs, Inc. with the New Mexico Department of Workforce Solutions. The City Office of Economic Development shall submit to the EDD a final report respecting direct and indirect jo b creation and retention attributable to the State appropriation on or before the termination of this Agreement. The Final Report shall contain a description of work accomplished, the methods and procedures used, a detailed budget breakdown of expenditures, a description of any problems or delays encountered, and the reasons therefore, and such other information as may be requested by the EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in person, by courier service, or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement:

If to the EDD:

Attn: Juan Torres
NM Economic Development Department
Financial Development Team Leader
Joseph Montoya Building
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Juan.torres@state.nm.us

If to the City:

Attn: Richard Brown
Director, Office of Economic Development
500 Market Station, Suite 200
Santa Fe, New Mexico 87504
rdbrown@santafenm.gov

SECTION 13. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexi co.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature affixed below.

CITY OF SANTA FE:

_____
Alan M. Webber, Mayor

ATTEST:

_____
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

/s/Andréa Salazar for
Erin K. McSherry, City Attorney

APPROVED:

_____
Mary McCoy, Finance Director

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes, Cabinet Secretary

Date: _____

By: Jesika Ulibarri

Jesika Ulibarri

Its: General Counsel, certifying legal sufficiency

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF DESCARTES LABS IN SANTA FE, NM

May 20, 2020

Prepared by:
Ryan Eustice
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505

NEW MEXICO
ECONOMIC DEVELOPMENT

Prepared using Total Impact

IMPACT DataSource

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the New Mexico Economic Development Department. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in New Mexico Economic Development Department's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. New Mexico Economic Development Department made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by New Mexico Economic Development Department or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.

IMPACT DataSource

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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the Santa Fe may have on the state and local economy and estimates the costs and benefits for the state and local taxing districts over a 10-year period.

Description of the Project

Descartes Labs, Inc. is requesting an interest free loan of $750,000 from the State of New Mexico's LEDA loan program designed to help New Mexico e-based businesses weather the uncertainty caused by the Covid-19 pandemic. The loan amount represents the contractual lease payments due over the next 24 months for locations in New Mexico.

The funds are intended to preserve jobs at DL's Santa Fe headquarters. The average salary of a Descartes employee including benefits and related costs is $150,000. The requested loan proceeds on an annualized basis are $399,500. This represents approximately 2.66 employees.

With regard to security for the loan, DL proposes that the State accept a second lien on the assets of the Company. Currently, DL's lender Silicon Valley Bank (SVB) holds a first lien on the assets of the Company. SVB has indicated that they are unwilling to release any assets from their security interest or offer a Pari Passu position to the State. The Company has no other assets to offer. Securitizing the loan with a fully collateralized LC like the Company's LEDA Grant defeats the purpose of the loan as the Company will not have access to the funds.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing company in the Santa Fe. The existing operations currently support 56.0 direct jobs in the community and 62.3 indirect and induced jobs. The direct workers earn $135,000 per year and the company supports $43.5 million per year in taxable sales and spending in the community. Additionally, the company supports taxable property valued at $5.7 million annually. The table below illustrates the company's economic impact over the next 10 years - including both the existing and expanded operations.

Table 1. Economic Impact of Existing and Expanded Operations Over the Next 10 Years

	Existing Operations	Expansion	Existing & Expanded Ops
Economic Output:			
Direct	$84,405,073	$0	$84,405,073
Indirect & Induced	$70,663,927	$0	$70,663,927
Total	$155,069,000	$0	$155,069,000
Jobs			
Direct	56.0	0.0	56.0
Indirect & Induced	62.3	0.0	62.3
Total	118.3	0.0	118.3
Salaries			
Direct	$82,779,891	$0	$82,779,891
Indirect & Induced	$40,032,354	$0	$40,032,354
Total	$122,812,245	$0	$122,812,245
Taxable Sales			
Direct	$426,738,632	$0	$426,738,632
Indirect & Induced	$8,493,654	$0	$8,493,654
Total	$435,232,286	$0	$435,232,286

The table below illustrates the company's fiscal impact - the net benefits for local taxing districts - over the next 10 years - including both the existing and expanded operations.

Table 2. Fiscal Impact of Existing and Expanded Operations Over the Next 10 Years

	Net Benefits		
	Existing Operations	Expansion	Existing & Expanded Ops
State of New Mexico	$27,746,864	$0	$27,746,864
Santa Fe	$19,341,579	$0	$19,341,579
Santa Fe County	$8,609,957	$0	$8,609,957
Santa Fe Public Schools	$73,796	$0	$73,796
Special Taxing Districts	$30,054	$0	$30,054
Total	$55,802,249	$0	$55,802,249

The remainder of this report will reference the combined economic and fiscal impact of the existing and expanded operations.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the state. The 56.0 workers directly employed by the Project will earn approximately $135,000 per year initially. This direct activity will support 62.3 indirect and #DIV/0!
the Project is estimated to be approximately $122.8 million over the next 10 years.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the state, the Project is estimated to support approximately $435.2 million in taxable sales over the next 10 years.

Table 3. Economic Impact Over the Next 10 Years Statewide

	Direct	Indirect & Induced	Total
Economic output generated by direct, indirect, and induced activity	$84,405,073	$70,663,927	$155,069,000
Number of permanent direct, indirect, and induced jobs to be created	56.0	62.3	118.3
Salaries to be paid to direct, indirect, and induced workers	$82,779,891	$40,032,354	$122,812,245
Taxable sales and purchases	$426,738,632	$8,493,654	$435,232,286

The project is not expected to result in a consequential increase in the state's population. A majority of newly hired employees would likely be current New Mexico residents. However, it is estimated that approximately .0% of the new direct workers may be new residents to Santa Fe County. The local population impacts may result in new residential properties constructed in the county and increase the enrollment of local public schools.

Table 4. Population Impacts Over the Next 10 Years for the County

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the County	0.0	0.0	0.0
Number of new residents in the County	0.0	0.0	0.0
Number of new residential properties to be built in the County	0.0	0.0	0.0
Number of new students expected to attend local school district	0.0	0.0	0.0

The Project is estimated to support an average of approximately $0.8 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 5. Value of Taxable Property Supported by the Project Over the Next 10 Years

		The Project's Property				Total
Year	New Residential Property	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Subtotal Nonresidential Property	Residential & Nonresidential Property
1	$0	$304,180	$0	$775,428	$1,079,608	$1,079,608
2	$0	$307,222	$0	$697,885	$1,005,107	$1,005,107
3	$0	$310,294	$0	$620,342	$930,636	$930,636
4	$0	$313,397	$0	$542,800	$856,197	$856,197
5	$0	$316,531	$0	$465,257	$781,788	$781,788
6	$0	$319,696	$0	$387,714	$707,410	$707,410
7	$0	$322,893	$0	$310,171	$633,064	$633,064
8	$0	$326,122	$0	$232,628	$558,751	$558,751
9	$0	$329,383	$0	$155,086	$484,469	$484,469
10	$0	$332,677	$0	$155,086	$487,763	$487,763

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 3.0% per year. The Project's real property is assumed to appreciate at a rate of 3.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Fiscal Impact Overview

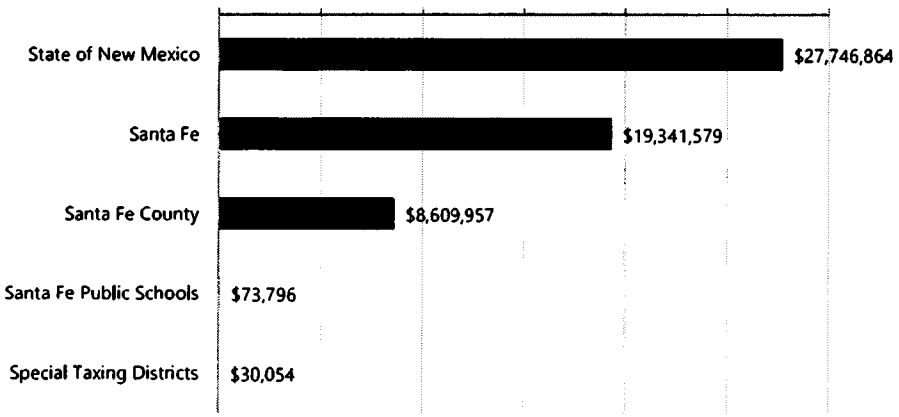
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the City will receive approximately $19,341,600 in net benefits over the 10-year period and the Project will generate $55,802,200 in total for all local taxing districts.

Table 5. Fiscal Net Benefits Over the Next 10 Years for the State and Local Taxing Districts

	Benefits	Costs	Net Benefits	Present Value of Net Benefits*
State of New Mexico	$29,507,862	($1,760,998)	$27,746,864	$19,508,007
Santa Fe	$19,387,996	($46,417)	$19,341,579	$13,599,107
Santa Fe County	$8,609,957	$0	$8,609,957	$6,057,670
Santa Fe Public Schools	$73,796	$0	$73,796	$55,064
Special Taxing Districts	$30,054	$0	$30,054	$0
Total	$57,609,664	($1,807,415)	$55,802,249	$39,242,273

** The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 6.75% to make the dollars comparable.*

Figure 1. Net Benefits Over the Next 10 Years for the State and Local Taxing Districts



State of New Mexico

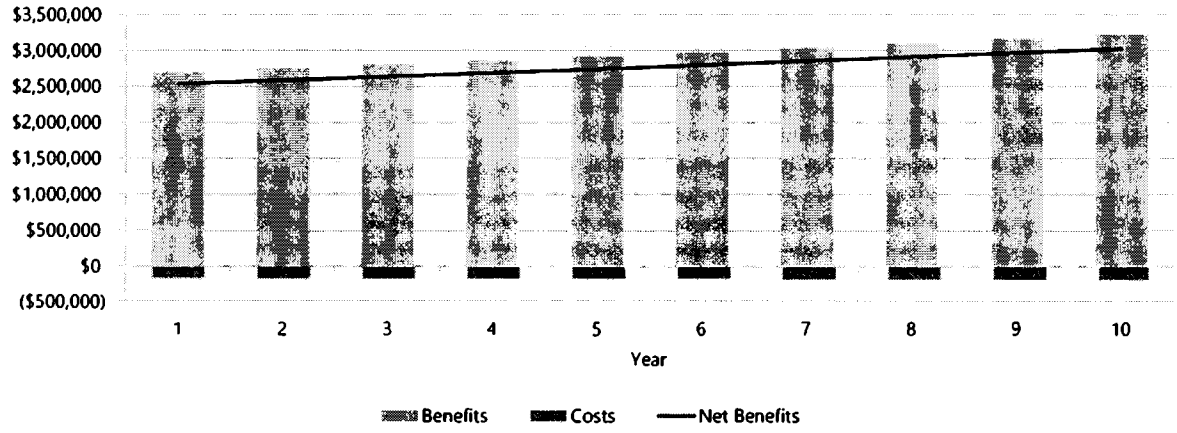
The table below displays the estimated additional benefits to be received by the State of New Mexico over the first 10 years. The project is expected to have a small effect on the statewide population and therefore some additional statewide costs to provide additional services were estimated for the state. Appendix C contains the year-by-year calculations.

Table 6. State of New Mexico: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$16,974,059
Real Property Taxes - Project	$4,328
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Personal Income Taxes	$4,298,429
Corporate Income Taxes	$117,323
Miscellaneous Taxes & User Fees	$8,107,817
Subtotal Benefits	$29,507,862
Cost of Providing State Services	($1,760,998)
Subtotal Costs	($1,760,998)
Net Benefits	$27,746,864
Present Value (6.75% discount rate)	*$19,508,007*

Gross receipts taxes are estimated on new taxable gross receipts resulting from the project. Property taxes are estimated on the firm's property and new residential property constructed. Personal income taxes are estimated based on an effective income tax rate and the earnings of new direct and indirect workers. Corporate income taxes on the direct activity is based on the net taxable income projected by the company. Corporate income taxes on the indirect activity is estimated on a per indirect worker basis and the observed statewide corporate income tax collections per worker. To the extent that the project will result in an increase in new households in the state, additional miscellaneous taxes and user fees have been estimated for the state. Additionally, the costs to provide state services to these new households were also estimated based on recent state expenditure data as detailed in the Appendix.

Figure 2. Annual Fiscal Net Benefits for the State of New Mexico



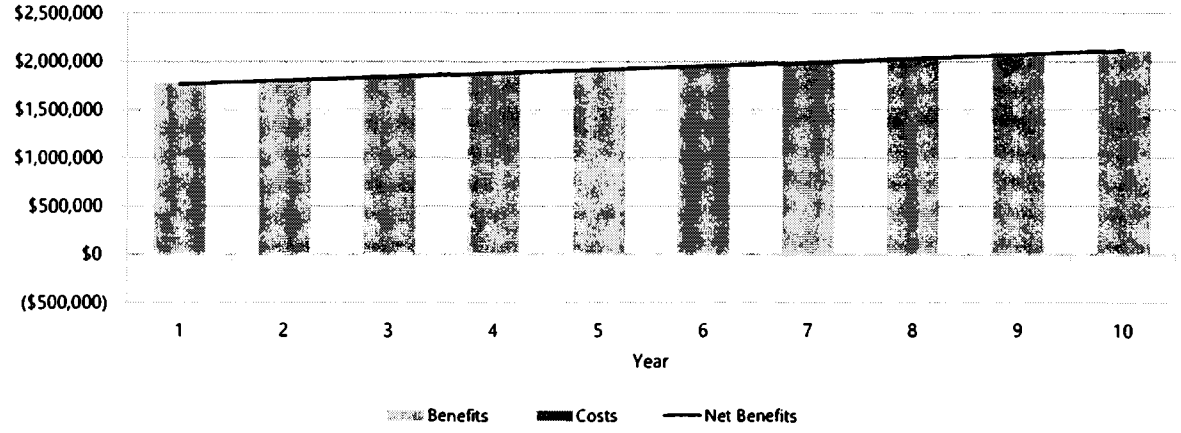
Santa Fe

The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 7. Santa Fe: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$19,295,294
Real Property Taxes - Project	$11,985
FF&E Property Taxes - Project	$16,353
Property Taxes - New Residential	$0
Utility Revenue	$45,065
Utility Franchise Fees	$19,298
Building Permits and Fees	$0
Lodgers Taxes	$0
Miscellaneous Taxes & User Fees	$0
Subtotal Benefits	$19,387,996
Cost of Providing Municipal Services	$0
Cost of Providing Utility Services	($46,417)
Subtotal Costs	($46,417)
Net Benefits	$19,341,579
Present Value (6.75% discount rate)	*$13,599,107*

Figure 3. Annual Fiscal Net Benefits for the Santa Fe



Santa Fe County

The table below displays the estimated additional benefits, costs, and net benefits to be received by the County over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 8. Santa Fe County: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$0
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Building Permits and Fees	$0
Miscellaneous Taxes & User Fees	$0
Subtotal Benefits	$0
Cost of Providing County Services	$0
Subtotal Costs	$0
Net Benefits	$0
Present Value (6.75% discount rate)	*$0*

Santa Fe Public Schools

The table below displays the estimated additional benefits, costs, and net benefits to be received by the school district over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 9. Santa Fe Public Schools: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
State Equalization Guarantee	$0
Subtotal Benefits	$0
Cost of Educating New Students	$0
Subtotal Costs	$0
Net Benefits	$0
Present Value (6.75% discount rate)	*$0*

Benefits for Other Taxing Districts

The table below displays the estimated additional property taxes to be received by other property taxing districts over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 10. Other Taxing Districts: Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Benefits	$0
Present Value (6.75% discount rate)	*$0*

State Incentives

The state is considering the following incentives for the Project.

Table 18. State Incentives Under Consideration

Year	State LEDA Loan
1	$750,000
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$750,000

These financial incentives may be considered an investment in the Project made by the state. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the state, treating the incentives as the initial investment and the net benefits to the state as the return on investment. The payback period is the number of years that it will take the state to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

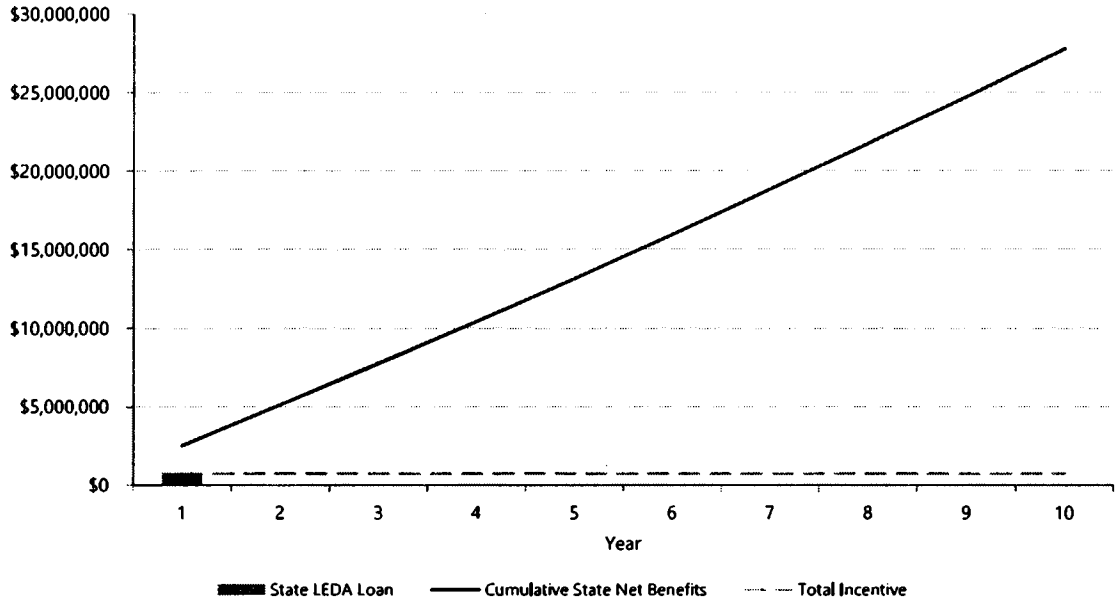
Table 19. Analysis of State Incentives

Total State Incentives	$750,000
Incentives Per Job	N/A
Rate of Return	370.0%
Payback period (years)	0.3

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the State. The intersection indicates the length of time until the incentives are paid back.

Figure 6. State Incentives Under Consideration



The company is asking for a $750K LEDA Loan

Overview of Methodology

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

Multiplier		City	County	State
Employment Multiplier	(Type II Direct Effect)	1.4471	1.5961	2.1125
Earnings Multiplier	(Type II Direct Effect)	1.1943	1.2591	1.4836

Calculation of Fiscal Impact

Calculation of Revenues for the State

The state's revenues from gross receipts taxes, property taxes, personal and corporate income taxes were estimated directly using data entered about the project and state tax rates and assumptions about workers moving to the area and possibly building new property.

Impact DataSource estimated the miscellaneous taxes and user fees as a function of statewide personal income. The data used to estimate these factors were obtained from the US Census of Governments and the Bureau of Economic Analysis. Next, these percentages were applied to the total increase in workers' earnings from the economic impact calculations to determine the annual miscellaneous taxes and user fees to be collected by the state related to the permanent increase in economic activity supported by the project.

The fiscal costs associated with the project result from the portion of new worker households that relocate to New Mexico to take a job and the resulting costs to provide state services to these new residents. Impact DataSource estimated the cost of providing state services to new worker households moving to the state by applying the average per household cost of state expenditures to the estimated number of new workers new to the state.

Impact DataSource determined the marginal cost to provide state government services on per household in the state by using approximately 40% of the average cost. The data used to estimate these costs were obtained from the US Census of Governments and US Census. On average, the state incurs $5,000 in costs to provide these services to households.

Calculation of Revenues for the City

The city's revenues from gross receipts taxes, property taxes, city-owned utilities, utility franchise fees, lodging taxes, and building permits and fees were estimated directly using data entered about the project and local tax rates and assumptions about workers moving to the area and possibly building new property.

The new firm was not asked for nor could reasonably provide some data for calculating some other revenues for the city. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers at the firm, the firm may not reasonably know the propensity of its workers to speed. Therefore, some other city revenues were calculated using an average revenue approach. This approach uses two assumptions:

1 - The city has two general revenue sources -- revenues from residents and revenues from businesses.
2 - The city will collect (a) about the same amount of other revenues from each household of new workers that may move to the city as it currently collects from an average household of existing residents, and (b) about the same amount of other revenues from the new firm (on a per worker basis) will be collected as the city collects from other businesses in the city.

Using this average revenue approach, revenues likely to be received by the city were calculated from the households of new workers who may move to the city and from the new firm using average city revenues per household and per worker calculations. These revenues are labeled as miscellaneous taxes and user fees.

The total annual city revenues used to make average revenue calculations in this analysis were obtained from the city's latest annual budget and the per household and per worker and calculations are detailed in Appendix A.

Calculation of Costs for the City

This analysis sought to answer the question, what additional monies will the city have to spend to provide services to households of new workers who may move to the city and to the firm. A marginal cost approach was used to calculate additional city costs from the new firm and its workers.

This approach uses two assumptions:

1 - The city spends money on services for two general groups -- residents and businesses.
2 - The city will spend (a) about the same amount for variable or marginal cost for each household of new workers that may move to the city as it currently spends for an average household of existing residents, and (b) about the same amount for variable or marginal costs for the new firm (on a per worker basis) as it spends for other businesses in the city.

Calculation of Net Benefits for the City

Net benefits calculated in this analysis are the difference between additional city revenues over a ten-year period and additional city costs to provide services to the new firm and its workers and indirect workers who may move to the city.

Calculation of Revenues, Costs and Net Benefits for the County
The model estimates additional revenues, costs and net benefits for the county using the same methodology described for the city relying on county budget data.

Calculation of Revenues for Public Schools
The school district's revenues from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

However, school district revenues from state and federal funds and other local funding were calculated using an average revenue approach. This approach used the assumption that the school district will collect about the same amount of these revenues for each new student in the household of a new worker who may move to the county as it currently collects for each existing student.

Calculation of Costs for Public Schools
A marginal cost approach was used to calculate additional school district costs from the new firm and its workers. This approach uses the assumption that the school district will spend about the same amount for variable or marginal cost for each new student as it spends for each existing student.

Calculation of Net Benefits for Public Schools
Net benefits calculated in this analysis are the difference between additional school district revenues over a ten-year period and marginal costs for the school district to provide services to students in the households of new workers who may move to the county.

The school district's total annual revenues and expenses to make average revenue and marginal costs calculations in this analysis were obtained from the school district's latest annual budget.

Calculation of Property Taxes to be Collected by Countywide Special Taxing Districts
Revenues for countywide special taxing districts from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

While each of these special taxing districts may incur additional costs from new residents and from the new firm, these additional costs were not calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in New Mexico and more than 30 other states.

In addition, Impact DataSource has prepared and customized more than 50 economic impact models for its clients to perform their own analyses of economic development projects. These clients include the Frisco EDC in Texas and the Metro Orlando (Florida) Economic Development Commission.

Signature:

Email: ekmcsherry@santafenm.gov

DATE: May 20, 2020
TO: EDAC, Finance Committee and City Council
VIA: Rich Brown, Director, Office of Economic Development
FROM: Fabian Trujillo, Manager, Office for Business Growth
RE: Descartes Labs, Inc. – PPA and PPLA - Contract Munis #3201914 & Munis Project # ED21219K

Background:

Descartes Labs, Inc. a spinoff from LANL, is a software development company that creates proprietary software utilized in satellite imaging and analysis. The software is developed for a cloud-based supercomputing platform to assist with research and development to predict changes in natural resources such as U.S. corn yields. Basically, their software teaches computers to "see." Computers can identify objects around the world, such as corn fields and solar farms, with incredible precision utilizing Descartes's proprietary technology.

In January 10, 2018, the City Council approved Project Ordinance 2018-2 to investment public monies of $800,000 for Descartes Labs to build world headquarters located at 100 North Guadalupe. The public investment included $700,000 from the state and $100,000 in matching funds from the city. The investment would be for tenant improvements, facility infrastructure and lease abatement. The public benefit was for Descartes to create 50-70 new high paying jobs and a minimum capital investment of $4.2 million with 10 years.

As of January 31, 2020, Descartes Labs was on track to meet their economic development goals. The City reimbursed $540,000 in public monies to Descartes Labs. They used a capital investment of $3.1 million to renovate the building located at 100 North Guadalupe in a world-class, state of the art corporate headquarters building. This building was utilized to attract high skilled talent to Santa Fe. They had an employee base of 75 employees with an average annual wage of over $120,000. Descartes was on track to qualify for the bonus monies ahead of the job creation schedule in their project participation agreement. Then Covid 19 created an economic crash in magnitude similar to the Great Depression. Covid 19 forced Descartes to lay off employees and reduce employee salaries to prevent closure.

Item and Issue:

Descartes Labs requests $750,000 from the State of New Mexico for a zero interest loan. The monies will be utilized for lease payments for two years. The city will be the fiscal agent for the project, administer the disbursement of the monies, and monitor the economic goals in accordance with the Project Participation Loan Agreement (PPLA). In return for the loan, Descartes Labs will maintain a minimum employee base of fifty-six people and a monthly minimum payroll of $630,000. The loan will be repaid in two years from the approval of the Project Participation Agreement. If Descartes Labs payroll falls to 80% of the monthly-required payroll, then the loan will escalate to 6%. If the payrolls falls to 70% of the monthly-required payroll, then the loan will become due. The monies will be secured by a second lien on fixed assets of the company.

Next, Descartes Labs requests that the current PPA be amended to delay meeting the required economic goals for two years, reducing the average annual wage from $140,000 to $110,000 and that the reimbursement of monies in original PPA for two years. This will allow Descartes Labs to get on track to create the required 50 new jobs and the additional bonus jobs. If Descartes Labs employment base or headcount is 90 people and are retained for six months, then Descartes Labs will be reimbursed the remaining $260,000 of the initial public investment approved on January 10, 2018. They will also have to complete the capital investment in the project of $4.2 million (Projected to invest $2.4 million for a total investment of $5.5 million instead of $4.2 million). The monies for the original investment will continue to be securitized by a Letter of Credit. The city will not fully release the security instrument until the economic development goals are met and the project is closed.

Over the next ten years, Descartes' total fiscal impact to the State, City, County, SF Community College and Public Schools is estimated to generate approximately $55,802,249 in net benefits. Of the net benefits, Descartes Labs is estimated to generate $19,341,579 of this fiscal impact.

Action:

This amended project will stymie the impacts of the Covid 19 pandemic in the high tech sector and lead to recovery for an anchor business in this industry sector. Second, the project outcomes will continue to align with the objectives and goals of the Economic Development Implementation Strategy adopted by the City Council in 2008. The project will create high-wage career path employment, diversity Santa Fe's economy and bolster Santa Fe's innovative entrepreneurial ecosystem.

Staff recommends approval of both project participation agreements, intergovernmental agreements, budget adjustment request and supporting documents for $750,000 in loan monies from the State of NM LEDA Fund. Once the project participation and intergovernmental agreements are approved and executed, the NM Economic Development Department will transfer $750,000 to the City of Santa Fe's LEDA fund for the loan and $200,000 in FY 2023-2024 for the bonus jobs. The Munis Org Number is 2122800.510400 for this project.

CITY OF SANTA FE, NEW M2EXICO

BILL NO. 2020-11

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt-Sanchez Councilor Roman "Tiger" Abeyta

Councilor Signe I. Lindell Councilor JoAnne Vigil Coppler

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11 SFCC 1987; APPROVING AND ADOPTING AN AMENDED LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND DESCARTES LABS, INC. FOR DESIGN, DEVELOPMENT, AND CONSTRUCTION OF TENANT IMPROVEMENTS; AND LEASE PAYMENTS FOR EXPANSION OF A NEW WORLD HEADQUARTERS FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Short Title. This Ordinance shall be known as the "Amended Descartes Local Economic Development Project Ordinance."

Section 2. Recitals.

A. The Local Economic Development Act, NMSA 1978, Sections 5-10-1 *et seq*. ("LEDA") explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources; and

Development within Act by adopting an Economic Development Fund Ordinance (11-14 SFCC (1987)), incorporating that ordinance its community economic development plan and its economic development strategy for implementation dated May 21, 2008; and

C. Descartes, Labs, Inc. ("Qualifying Entity") is a software development facility that serves the public by stimulating and catalyzing the growth of a high-technology industry cluster in Santa Fe under the Economic Development Ordinance. The Qualifying Entity creates economic base jobs as a software development facility by creating software that for cloud-based super-computing platforms that predicts changes in natural resources to better understand the planet.

D. The State of New Mexico has appropriated seven hundred and fifty thousand dollars ($750,000.00) from the New Mexico LEDA Fund to loan to the Qualifying Entity for its facility lease payments during a two year period to assist it with the negative financial impacts of COVID-19. The Qualifying Entity's facility is located at 100 North Guadalupe Street in Santa Fe, New Mexico. This project defined as the "Project" is the world headquarters, which will expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

E. The facility will be used to develop software, which is an activity that falls under the definition of a "manufacturer" under LEDA.

F. As of December 31, 2019, Descartes Labs employed seventy-five (75) people with an average annual salary of over one hundred and twenty thousand dollars ($120,000.00), which was compliant with PPA 2018-0057 approved on January 10, 2018, by the city council. Descartes Labs was on track to earn its bonus monies of ten thousand dollars ($10,000) per job by employing hiring twenty (20) people.

G. Since January 31, 2019, the COVID-19 pandemic forced Descartes Labs to lay off twelve (12) employees for a current employee base of fifty-six (56) people. The pandemic has delayed its growth plans by two (2) years.

H. The project participation loan agreement will be approved to loan Descartes Labs, Inc.,

seven hundred and fifty thousand dollars ($750,000.00) for two (2) years. The loan will be for maintaining its employee base of fifty-six (56) people with a minimum annual payroll of seven million five hundred and sixty thousand dollars ($7,560,000.00).

Section 3. Findings. The Governing Body hereby finds:

A. The City of Santa Fe has determined that it is in the interest of the welfare of the citizens of Santa Fe to enter into an Economic Development Project Participation Loan Agreement for the purposes of effectuating the City's Economic Development Plan and the Project.

B. In compliance with the City's Economic Development Fund Ordinance, 11-14 SFCC (1987), this Project Participation Agreement between Qualifying Entity and the City clearly states the following:

(1) Descartes Labs, Inc. is a qualifying entity;

(2) The contributions of the City and Qualifying Entity;

(3) The specific measurable objectives upon which the performance review will be based;

(4) A schedule for Project development and goal attainment;

(5) The security being offered for the City's investment;

(6) The procedures by which the Project may be terminated and the City's investment recovered;

(7) The time period for which the City shall retain an interest in the Project;

(8) The economic development goals of the project; and

(9) A "sunset" clause after which the City shall relinquish interest in and oversight of the project.

Section 4. Approval and Adoption of the Project Participation Agreement. The Governing Body hereby approves the 2020 PPLA (attached as Exhibit A) whereby the City will continue to be the Fiscal Agent for the Qualifying Entity, and provide the new loam money provided

by the State Legislative appropriation of seven hundred and fifty thousand dollars ($750,000.00) in State Funds. The City will loan the State Legislative appropriation of seven hundred and fifty thousand dollars ($750,000.00) to the Qualifying Entity and the funds will be used for lease payments. In return, the Qualifying Entity will retain the current fifty-six (56) jobs, maintain the current annual payroll of seven million five hundred and sixty thousand dollars ($7,560,000.00), and continue to expand tax the base and generate taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

Section 5. Severability Clause. If any section, paragraph, clause, or provision of this ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or unenforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this ordinance or the regulation so challenged.

Section 6. Effective Date. This ordinance shall become effective immediately upon adoption.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/2020-12 Descartes Labs LEDA PPLA

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION LOAN AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION LOAN AGREEMENT (the "Agreement") is entered into as of the _____ of _____ 2020, by and between the City of Santa Fe (the "City"), a political subdivision of the State of New Mexico (the "State"), and Descartes Labs, Inc. (the "Qualifying Entit y" or "Q/E").

WHEREAS, the purpose of the Local Economic Development Act ("LEDA"), NMSA 1978, §§ 5-10-1, et seq., is to provide public support for economic development to foster, promote and enhance local economic development efforts;

WHEREAS, LEDA explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City has complied with LEDA requirements by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan (11-11 SFCC (1987)), called the Community Economic Development Plan and Economic Development Strategy for Implementation dated May 21, 2008;

WHEREAS, Descartes Labs, Inc. is a "qualifying entit y" under LEDA and the Economic Development Ordinance in that it is a software developer which is a "manufacturer" in a primary industry that creates economic base jobs which exports fifty percent (50%) or more of their services or goods outside of New Mexico (§ 11-11.4 (A) SFCC (1987));." (NMSA 1978, § 5-10-3 (J);

WHEREAS, the City will receive an appropriation of funds (the "Appropriation") allocated from the State to disburse as funds to the benefit of the "Qualifying Entity";

WHEREAS, the City will act as fiscal agent for the State's appropriation administering the Project (the State's "contribution") and will use the funds appropriated by the State, pursuant to §5-10-3 of LEDA, to convey the funds to the Qualifying Entit y, for a two year long lease abatement.

WHEREAS, all requirements under the City's Economic Development Ordinance have been fulfilled;

WHEREAS, the Q/E has submitted an application ("Application") to the City for assistance under the Economic Development Plan Ordinance (11-11 SFCC (1987)) for the City to act as fiscal agent for the loan monies ("Lo an Monies") loan by the City through its Office of Economic Development and through the New Mexico Economic Development Department;

WHEREAS, in the Application, the Q/E proposed an "economic development project" compliant with LEDA, in that it will use the Loan Monies for lease payments necessary to

operate the business, which are needed due to the Covid 19 pandemic, for the Q/E to afford its facility (the "Project") located at 100 North Guadalupe, Santa Fe, New Mexico, 87501;

WHEREAS, the City has determined that it is in the interest of the welfare of the citizens of the City to enter into this Agreement for the purposes of effectuating its economic development plan b y combating the impacts of COVID 19 on its economic base;

WHEREAS, the Project addresses the following objectives from the Santa Fe Economic Development Implementation Strategy as adopted by City Resolution 2008-42: "Diversify the Santa Fe Economy with an emphasis on high wage jobs and career paths; pursue overall affordability where local wages can support living in Santa Fe (reduce leakage); and Bolster Santa Fe's leadership position and/or potential in innovation."

WHEREAS, this Agreement clearl y provides the following as required b y LEDA and the Economic Development Plan Ordinance: (1) the economic development goals of the Project; (2) the contributions of the State, City and Q/E; (3) the specific measurable objectives upon which the performance review will be based; (4) the securit y being offered for the State's investment; (5) the procedures by which the project may be terminated and the State's investment recovered; (6) the time period for which the City shall retain an interest in the Project; (7) a "sunset" clause after which the City shall relinquish interest in and oversight of the Project; and (8) that the Qualifying Entity is a qualifying entity

1. CONTRIBUTIONS OF THE CITY, STATE AND THE Q/E

A. Contributions of the State. The State of New Mexico Economic Development Department agreed to loan to the Q/E the sum of Seven Hundred Fift y Thousand dollars and No Cents ($750,000.00) for a period not to exceed two years from the date hereof to be used for a two year lease abatement. Said loan shall be without interest, provided the terms of Section C are met, and will be repaid in whole at the end of this two (2) ye ar agreement.

B. Contributions of the City. This Agreement governs the City's contribution to the Project. The City will serve as fiscal agent pursuant to the Intergovernmental Agreement between the City and State, which is in substantial form as **Attachment "B"**, the terms of which are incorporated into this Agreement. The City shall reimburse the Q/E in the amount of up to Seven Hundred Fift y Thousand Dollars and No Cents ($750,000.00) in State monies for lease payments. The State monies will be available for reimbursement as identified in **Attachment A.**

(1) Disbursement of Monies: Dispersal of the NM LEDA Funds b y the State and the City's economic development funds are contingent upon the following:

(a) The City and the New Mexico Economic Development Department shall execute an intergovernmental agreement for the State to loan up to $750,000.00 to the City as fiscal agent for the Project; and

(b) The Q/E shall submit to the City for review, a cover letter, invoice, proof of payment, proof that mortgage is current and supporting documentation necessary for

quarterl y reimbursement. Disbursement shall be made on a reimbursement basis of eligible costs under the LEDA which include lease payments; and

(c) Disbursement(s) of the monies shall occur starting with the execution of all documentation, securitization is provided and approved and money is transferred to the city. Reimbursements will continue quarterly until all funds are disbursed.

(2) It is expressl y understood that any costs eligible for reimbursement are retroactive to April 1, 2020, to assist with the negative financial impacts of Covid 19 on Q/E.

C. Contributions of the Q/E. The Q/E agrees for its contribution to this economic development project to maintain 56 positions and a minimum of $630,000 in monthly payroll.

(1) If payroll falls below 90% of the payroll in Paragraph 1.C, the loan interest will escalate to 3% interest from the date of execution.

(2) If payroll falls below 80% of the payroll in Paragraph 1.C, interest on the loan will be 6% from the date of execution.

(3) If payroll falls below 70% of the payroll in Paragraph 1.C, the loan will become immediatel y due and payable.

2. PERFORMANCE REVIEW AND CRITERIA – ECONOMIC DEVELOPMENT GOALS AND OBJECTIVES

A. Economic Development Objective. The objective is to create and support an economic development project that fosters, promotes and enhances the local economic development objectives identified in the Economic Development Strategy for Implementation dated May 21, 2008.

B. Economic Development Goals. The following Economic Development Goals shall be fulfilled by the Q/E:

(1) The economic goal is to sustain the Q/E during the COVID-19 crisis and by providing the Q/E with the liquidity to retain its current employment base without layoffs. The retention of jobs will sustain the economic base and contribute to its long-term economic growth.

(2) The Q/E's contribution as set forth in Paragraph 1.C herein is incorporated into the Economic and Development Goals.

B. Reports; Certifications; Review.

(1) Quarterl y Reports. During the term of this Agreement, the Q/E shall provide to the Office of Economic Development staff quarterly reports in the months of January, April, July, and October of each year. The Q/E's quarterl y reports shall clearl y indicate how the Q/E has met the retention of jobs and the payroll identified in Paragraph 2.B. (see

Attachment D for recommended form) Quarterly reports shall be in the form of an affidavit signed b y an officer of the Q/E. Quarterl y reports shall include a copy of FORM ES-903a, or an equivalent document as required by the New Mexico Department of workforce Solutions, provided by the Q/E to the City to demonstrate compliance with this Agreement at each review cycle. In the quarterly report, the Q/E shall include retained jobs, the average minimum annual salary of the retained jobs, and the total monthly payroll, and proof of lease payments for each quarter. The first quarterly report shall certify that the number of baseline jobs is 56 employees.

(2) Annual Reports. The City may require the Q/E to provide annual reports or a presentation to the City's governing bod y and the Economic Development Advisory Committee (EDAC). The City will give the Q/E a minimum of 30 days' notice if a report or presentation to the governing bod y or EDAC is required. City staff shall review these reports to ensure the Q/E's compliance with this Agreement in accordance with the Job Creation Commitment and Schedule.

(3) Certificate of Non-Interest. The Q/E shall certify to the City that to the Q/E's best information, knowledge and belief and after reasonable inquiry, no member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, has any interest, direct or indirect, in the Q/E or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The Q/E shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

3. RECAPTURE PROVISIONS FOR PUBLIC MONIES

A. If an y Economic Development Goal set forth in Paragraph 2.B is not met and documented in a manner deemed satisfactory by the City, the Q/E shall be deemed in default ("Default") and within 60 days of the City receiving the quarterl y report with the information of such Default, the City shall send a written Notice of Default to the Q/E informing the Q/E how many days it has to cure the Default or repay the Grant Monies disbursed in proportion to the Economic Development Goals not yet achieved.

B. If the Q/E remains noncompliant after any applicable cure period, then the City may elect to pursue any and all remedies available in law or equity, including but not limited to initiating foreclosure of the security interest or demanding timel y repayment by the Q/E of the Grant Monies in proportion to the unmet goals, as the City in its sole discretion may determine subject to reasonable calculations

C. In the event the Q/E ceases operations and closes its facility before the end of year three of this Agreement, the Q/E shall be deemed in Default and the Q/E shall reimburse 100% of all Grant Monies disbursed to the Q/E to the City of Santa Fe Economic Development Fund as identified in 11-14 SFCC (1987).

4. Q/E BUYOUT

A. The Q/E may, at its election, buyout and thereby terminate this Agreement by repaying in full to the City all Loan Monies. Such repayment by the Q/E shall be without penalty until and unless the City initiates foreclosure of the loan, at which point costs, expenses (including City staff time) and attorney's fees will accrue to the repayment amount.

B. To initiate the buyout, t-he Q/E must send prior written notice to the City of the Q/E's intent to repay in full the Lo an Monies at least 45 days prior to the Q/E's repayment. The City's receipt of the Q/E's repayment of all disbursed Grant Monies (including an y costs, fees and expenses resulting from claw back proceedings) constitutes satisfaction of the Q/E under this Agreement, upon which the Q/E may request release of the security interest, and the City will release the security interest within a reasonable time after receiving the Q/E's written request.

C. Within 30 days of receiving such notice from the Q/E, the City will notify the New Mexico Economic Development Department of the Q/E's intent to exercise the buyout clause. The City will reimburse the New Mexico Economic Development Department its portion of the repaid Lo an Monies within 60 days after the City receives the repaid monies from the buyout.

5. SECURITY FOR CITY'S INVESTMENT; CLAWBACK

A. This is a loan project only, with the City acting as fiscal agent. The Q/E is obligated to fulfill the Economic Development Goals of this Agreement; however if the Q/E is found by the City to be in Default, then the Cit y may elect to demand financial reimbursement by the Q/E.

B. The Loan Monies should be secured in a manner that it may be clawed back if the Q/E fails to meet its performance goals under this PPA. As security for fulfilling the Economic Development Goals, before the City may disburse any appropriations to the Q/E, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City.

C. The acceptable securit y for the faithful performance and payment of all the Q/E's obligations under this agreement, the Q/E shall furnish to the city a second lien of the fixed assets acceptable the City and the State. The fixed assets shall be maintained during the entire term of this agreement and shall be held in place until the loan is repaid in full.

D. Acceptance of a method of securitization and of substitute collateral or proof of performance goals shall be within the City's sole and absolute discretion.

6. TERM; SUNSET

This Agreement shall remain in force for two (2) ye ars from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the reasonable satisfaction of the City, whichever is earlier. In the event the Q/E performs or exceeds the required performance levels contained in this Agreement, as may be reasonably determined by

the City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 7, below.

This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City reasonably determines that the economic development goals under this Agreement have been fulfilled, in which case the City will provide a closure letter to the Q/E.

7. **TERMINATION**

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination in the event that the Q/E ceases to operate the Project in accordance with the terms of this Agreement. If the Q/E is found to not be in substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Loan Monies.

The Q/E may terminate the Agreement by pre-paying in full to the City and without penalty any Loan Monies disbursed to the Q/E. The Q/E must send a written letter to the City giving notice of its intent to pre-pay the Loan Monies in full within 45 days prior to the Q/E's intent to repay in full the Loan Monies.

8. **STATUS OF THE Q/E**

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and emplo ye es, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or an y other benefits afforded to emplo ye es of the City as a result of this Agreement. The Q/E shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors retained b y the Q/E in the performance of the services under this Agreement.

9. **ASSIGNMENT AND SUCCESSORS; BINDING EFFECT**

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.

B. Any purported assignment of rights is a violation of subsection (B) and is void.

10. **INDEMNIFICATION; LIABILITY**

It is expressl y understood and agreed b y and between the Q/E and the City that the Q/E shall defend, indemnify, and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions, or demands whatsoever resulting from the Q/E's actions or inactions as a result of this Agreement, as well as the actions or inactions of Q/E's employees, agents, representatives and subcontractors as a result of this agreement. The Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

11. **INSURANCE**

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability with respect to the Project, in a form and with an insurance compan y reasonably acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to propert y. Such insurance shall provide that the City is named as an additional insured and that the Cit y shall be notified no less than 30 days in advance of cancellation for an y reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" with respect to such coverage as a condition prior to performing under this Agreement.

B. The Q/E shall also obtain and maintain Workers' Compensation insurance, required b y law, to provide coverage for Q/E's employees throughout the term of this Agreement. The Q/E shall provide the City with evidence of its compliance with such requirement.

12. **NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1*et seq.* NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

13. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Q/E. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

14. **RECORDS AND AUDITS**

The Q/E shall maintain and keep in its possession throughout the term of this Agreement and for a period of six (6) ye ars thereafter, all related records, including but not limited to, all financial records, payroll records and records of fixed assets as well as records sufficient to full y account for the amount and disposition of the total funds from all sources budgeted hereunder, the purpose for which such funds were used, and other such records as the City or the State shall proscribe. The Q/E shall be strictly liable for receipts and disbursements related to the Project Loan Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon notice within five business days. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

15. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Governing Bod y and the New Mexico Economic Development Department on behalf of the Q/E to the City, this Agreement shall terminate upon written notice being given b y the City to the Q/E.

16. **RELEASE**

The Q/E, upon final fulfillment by the City of its obligations under this Agreement, releases the City, its officers and emplo ye es, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the Cit y unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

17. **CONFIDENTIALITY**

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

18. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

The Q/E shall abide b y al l applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Q/E agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. **AMENDMENT**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

20. **SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said performance. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

21. **REPRESENTATIONS AND WARRANTIES**

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act of 1990 (the "ADA") and the regulations promulgated thereunder, 29 CFR 1630 . The Q/E hereb y agrees to defend, indemnify and hold harmless the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Q/E, its contractors and subcontractors, agents, successors, assigns, officers or emplo ye es to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

B. The Q/E agrees to comply with the applicable provisions of local, state, and federal equal employment opportunity statutes and regulations.

C. The Q/E shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as an y subsequent changes to such article throughout the term of this Agreement.

22. **APPLICABLE LAW**

This Agreement shall be governed b y the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

23. **NON-DISCRIMINATION**

During the term of this Agreement, the Q/E shall not discriminate against any employee or applicant for an employment position to be used in the performance by the Q/E hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

24. **SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

25. **NOTICES**

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to the CITY OF SANTA FE:
City of Santa Fe
Attn: Director of Office of Economic Development
P.O. Box 909
Santa Fe, NM 87504

If to QUALIFYING ENTITY:
Attn: Chief Executive Officer
Descartes Labs, Inc.
100 North Guadalupe Street
Santa Fe, NM 87501

26. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27. **ATTACHMENTS**

All attachments are fully incorporated herein and made a part of this Agreement.

28. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

29. **REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatory for the Q/E represents and warrants that he or she is duly authorized and has legal capacit y to execute and deliver this Agreement. The Q/E represents and warrants that the execution and delivery of the Agreement and the performance of the Q/E's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

_____

Alan Webber, Mayor

ATTEST:

_____

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

/s/ Andréa Salazar for

Erin K. McSherry, City Attorney

APPROVED:

Mary McCoy, Finance Director

2122800.510400

Munis Org Number

QUALIFYING ENTITY:

Descartes Labs, Inc.
Phil Fraher
CEO and President

By: _____

CRS Number: 03-326950-00
Business License Number: 147387

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

Notarized Affidavit

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by PHIL FRAHER, the Chief Executive Officer and President of Descartes Labs, Inc., a foreign profit corporation, on its behalf.

_____

Notary Public

My commission expires:

Attachment A

Descartes Labs, Inc.

LEDA Disbursement Schedule

Date	Disbursement Amount	Disbursement Performance Milestone
July 30, 2020	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
October 30, 2020	$93,750 (State)	Retain employees with a minimum total of 56 and minimum payroll of $630,000 per month.
January 30, 2021	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
April 30, 2021	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
July 30, 2021	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
October 30, 2021	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
January 30, 2022	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month.
April 30, 2022	$93,750 (State)	Retain employees with a minimum total Headcount of 56 and minimum payroll of $630,000 per month and complete an end of project review.

Attachment B

INTERGOVERNMENTAL AGREEMENT
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND
THE CITY OF SANTA FE, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Santa Fe, a municipal corporation of the State of New Mexico ("City"), collectively referred to as the "Parties," with reference to the following facts.

SECTION 1. RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to NMEDD for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §§ 5-10-1 through 5-10-13 (2007) ("LEDA"), is to provide "public support for economic development to foster, promote, and enhance local economic development efforts..." Section 5-10-2(B); and

WHEREAS, the City has adopted LEDA by Ordinance 2004-42 which established the City's Economic Development Plan that promotes economic development within the City and Ordinances Nos. 2008-42 and 2018-4 amending the Economic Development Plan Ordinance; and

WHEREAS, the City has adopted Ordinance No._____ ("Ordinance") to approve the economic development project ("Project") to assist Descartes Labs, Inc., a

Delaware corporation ("Descartes") within the City, with its costs associated with land, building, and infrastructure due to the Covid 19 pandemic.

WHEREAS, the City has entered into a Local Economic Development Project Loan Participation Agreement ("PPLA") with Descartes Labs, Inc. and, pursuant to the terms of that PPLA, Descartes Labs, Inc. will maintain an annual payroll of $7,560,000 .00 in exchange for the public contribution pursuant to the terms of that PPLA. A copy of the PPLA and any amendments are attached hereto as **Exhibit B**; and

WHEREAS, the EDD and the City desire to enter into this Agreement to facilitate disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City to oversee and administer the appropriation for the Project. It is the intent of the Parties that the EDD will transfer an amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents ($750,000.00) (the "Funds") from the Appropriation to the City for expenditures made to implement the Project. The Parties agree that any and all State Funds received by the City will be accounted for by the City as the fiscal agent for the EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the Project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the State in distributing appropriations to support the Project. EDD will transfer an amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents ($ 750,000.00) from the Appropriation to the City for expenditures made to implement the Project, pursuant to pursuant to Section 5-10-4(D) of LEDA. The City will quarterly review the Project timeline and progress until the two-year anniversary of this Agreement or until the City certifies to the EDD that the requisite Economic Development Goals have been completed to the City's satisfaction or that the EDD contribution of no greater than $750,000.00 in funds have been reimbursed to EDD.

The EDD and the City of Santa Fe agree that failure of Descartes Labs, Inc. to make the required repayment will result in a violation of the terms and conditions of this Agreement. Such violation, after any cure period granted, will require that the City of Santa Fe foreclose on the security interest. All the terms, conditions and requirements set forth under the PPA are incorporated into this Agreement by reference.

All state funds recaptured from Descartes by the City shall be returned to EDD within 60 days.

SECTION 4. CITY OF SANTA FE RESPONSIBILITIES:

The City shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to the City. The City shall notify the EDD in writing of any default by Descartes Labs, Inc. within 30-60 days of the event of default, as defined in the PPA ("Default");
2. Serve as fiscal agent for the Funds transferred to it under this Agreement;

3. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:

   a. Account for receipts and disbursements of reimbursed Funds;

   b. Provide the EDD with the required financial documentation pertaining to this disbursement; and

   c. Submit all required and reasonably requested documentation to the EDD, including the endorsed LEDA Ordinance approved by the Santa Fe City Council accepting the Project for Descartes as a qualifying entity pursuant to LEDA and PPLA entered into by the City of Santa Fe and Descartes Labs, Inc. S uch documentation shall include a fully executed copy of the Descartes Labs' security interest, and copies of invoices and other documentation as required by the EDD within the time required; and

   d. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of Funds described in this Agreement; and

   e. Monitor job retention and payroll maintenance required in the PPLA by Descartes Labs, Inc. and report the number of jobs retained each quarter to EDD for a period of two years after this Agreement has been fully executed. Quarterly reports shall include a copy of FORM ES-903 (or any form substituted therefore by the State) provided by Descartes Labs, Inc. to the City, on file with the New Mexico Department of Workforce Solutions.

SECTION 5. CITY CERTIFICATIONS:

As fiscal agent, the City hereby assures and certifies that:

1. It will comply with all applicable State laws, regu lations, policies, guidelines, and requirements with respect to the acceptance and use of State funds;
2. It has the legal authority to receive and expend the funds;
3. It will enforce the provisions of Ordinance No. _____ approving the Project;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long-term economic development benefits;
5. It will provide the EDD documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of reports and documentation it receives from Descartes;
6. It has entered into a PPLA and has obtained all financial documentation necessary to protect the City's and the State's investments in this project;
7. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work, stated above;
8. It will notify the EDD of any Default within 60 days of an event of Default. Further, the City shall provide the opportunity for any Default to be cured

by Descartes Labs, Inc., in accordance with the PPLA prior to termination thereof;

9. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall require Descartes to incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. Transfer an amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents ($750,000.00) from the Appropriation to the City for expenditure s made to implement the Project;
2. Monitor the progress of the project;
3. The Parties shall create a Schedule listing all such time limits which shall then be appended to this Agreement and thereupon incorporated into this Agreement and made a part hereof by this reference as though set forth in full; and

4. At the EDD's discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when Descartes Labs, Inc. documents to the City's satisfaction that the required Economic and Development Goals, as defined in the PPLA, have been satisfied, or until the PPLA is otherwise terminated or expires, whichever occurs earlier.

SECTION 8. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.* The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
2. The City Finance Department shall keep such records and will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used, and such other records as the EDD may require.

3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus Funds are possessed by the City, the City shall return said Funds to the EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

The City Finance Department shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit to the EDD the quarterly employment report in the form of an affidavit signed by an officer of Descartes Labs, Inc., which Descartes Labs, Inc. is required to submit quarterly to the City. The City Office of Economic Development shall submit to the EDD the quarterly reports that Descartes Labs, Inc. is required to submit to the City, including copies of Form ES-903 (or any form substituted therefor by the State), filed by Descartes Labs, Inc. with the New Mexico Department of Workforce Solutions. The City Office of Economic Development shall submit to the EDD a final report respecting direct and indirect jo b creation and retention attributable to the State appropriation on or before the termination of this Agreement. The Final Report shall contain a description of work accomplished, the methods and procedures used, a detailed budget breakdown of expenditures, a description of any problems or delays encountered, and the reasons therefore, and such other information as may be requested by the EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in person, by courier service, or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement:

If to the EDD:

Attn: Juan Torres
NM Economic Development Department
Financial Development Team Leader
Joseph Montoya Building
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Juan.torres@state.nm.us

If to the City:

Attn: Richard Brown
Director, Office of Economic Development
500 Market Station, Suite 200
Santa Fe, New Mexico 87504
rdbrown@santafenm.gov

SECTION 13. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexi co.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature affixed below.

CITY OF SANTA FE:

_____
Alan M. Webber, Mayor

ATTEST:

_____
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

/s/Andréa Salazar for
Erin K. McSherry, City Attorney

APPROVED:

Mary McCoy, Finance Director

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes, Cabinet Secretary

Date: _____

By: _____
Jesika Ulibarri

Its: General Counsel, certifying legal sufficiency

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF DESCARTES LABS IN SANTA FE, NM

May 20, 2020

Prepared by:
Ryan Eustice
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505

NEW MEXICO ECONOMIC DEVELOPMENT

Prepared using Total Impact

IMPACT DataSource

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the New Mexico Economic Development Department. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in New Mexico Economic Development Department's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. New Mexico Economic Development Department made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by New Mexico Economic Development Department or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.

IMPACT DataSource

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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the Santa Fe may have on the state and local economy and estimates the costs and benefits for the state and local taxing districts over a 10-year period.

Description of the Project

Descartes Labs, Inc. is requesting an interest free loan of $750,000 from the State of New Mexico's LEDA loan program designed to help New Mexico e-based businesses weather the uncertainty caused by the Covid-19 pandemic. The loan amount represents the contractual lease payments due over the next 24 months for locations in New Mexico.

The funds are intended to preserve jobs at DL's Santa Fe headquarters. The average salary of a Descartes employee including benefits and related costs is $150,000. The requested loan proceeds on an annualized basis are $399,500. This represents approximately 2.66 employees.

With regard to security for the loan, DL proposes that the State accept a second lien on the assets of the Company. Currently, DL's lender Silicon Valley Bank (SVB) holds a first lien on the assets of the Company. SVB has indicated that they are unwilling to release any assets from their security interest or offer a Pari Passu position to the State. The Company has no other assets to offer. Securitizing the loan with a fully collateralized LC like the Company's LEDA Grant defeats the purpose of the loan as the Company will not have access to the funds.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing company in the Santa Fe. The existing operations currently support 56.0 direct jobs in the community and 62.3 indirect and induced jobs. The direct workers earn $135,000 per year and the company supports $43.5 million per year in taxable sales and spending in the community. Additionally, the company supports taxable property valued at $5.7 million annually. The table below illustrates the company's economic impact over the next 10 years - including both the existing and expanded operations.

Table 1. Economic Impact of Existing and Expanded Operations Over the Next 10 Years

	Existing Operations	Expansion	Existing & Expanded Ops
Economic Output:			
Direct	$84,405,073	$0	$84,405,073
Indirect & Induced	$70,663,927	$0	$70,663,927
Total	$155,069,000	$0	$155,069,000
Jobs			
Direct	56.0	0.0	56.0
Indirect & Induced	62.3	0.0	62.3
Total	118.3	0.0	118.3
Salaries			
Direct	$82,779,891	$0	$82,779,891
Indirect & Induced	$40,032,354	$0	$40,032,354
Total	$122,812,245	$0	$122,812,245
Taxable Sales			
Direct	$426,738,632	$0	$426,738,632
Indirect & Induced	$8,493,654	$0	$8,493,654
Total	$435,232,286	$0	$435,232,286

The table below illustrates the company's fiscal impact – the net benefits for local taxing districts – over the next 10 years – including both the existing and expanded operations.

Table 2. Fiscal Impact of Existing and Expanded Operations Over the Next 10 Years

	Net Benefits		
	Existing Operations	Expansion	Existing & Expanded Ops
State of New Mexico	$27,746,864	$0	$27,746,864
Santa Fe	$19,341,579	$0	$19,341,579
Santa Fe County	$8,609,957	$0	$8,609,957
Santa Fe Public Schools	$73,796	$0	$73,796
Special Taxing Districts	$30,054	$0	$30,054
Total	$55,802,249	$0	$55,802,249

The remainder of this report will reference the combined economic and fiscal impact of the existing and expanded operations.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the state. The 56.0 workers directly employed by the Project will earn approximately $135,000 per year initially. This direct activity will support 62.3 indirect and #DIV/0!
the Project is estimated to be approximately $122.8 million over the next 10 years.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the state, the Project is estimated to support approximately $435.2 million in taxable sales over the next 10 years.

Table 3. Economic Impact Over the Next 10 Years Statewide

	Direct	Indirect & Induced	Total
Economic output generated by direct, indirect, and induced activity	$84,405,073	$70,663,927	$155,069,000
Number of permanent direct, indirect, and induced jobs to be created	56.0	62.3	118.3
Salaries to be paid to direct, indirect, and induced workers	$82,779,891	$40,032,354	$122,812,245
Taxable sales and purchases	$426,738,632	$8,493,654	$435,232,286

The project is not expected to result in a consequential increase in the state's population. A majority of newly hired employees would likely be current New Mexico residents. However, it is estimated that approximately .0% of the new direct workers may be new residents to Santa Fe County. The local population impacts may result in new residential properties constructed in the county and increase the enrollment of local public schools.

Table 4. Population Impacts Over the Next 10 Years for the County

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the County	0.0	0.0	0.0
Number of new residents in the County	0.0	0.0	0.0
Number of new residential properties to be built in the County	0.0	0.0	0.0
Number of new students expected to attend local school district	0.0	0.0	0.0

The Project is estimated to support an average of approximately $0.8 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 5. Value of Taxable Property Supported by the Project Over the Next 10 Years

		The Project's Property				Total
Year	New Residential Property	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Subtotal Nonresidential Property	Residential & Nonresidential Property
1	$0	$304,180	$0	$775,428	$1,079,608	$1,079,608
2	$0	$307,222	$0	$697,885	$1,005,107	$1,005,107
3	$0	$310,294	$0	$620,342	$930,636	$930,636
4	$0	$313,397	$0	$542,800	$856,197	$856,197
5	$0	$316,531	$0	$465,257	$781,788	$781,788
6	$0	$319,696	$0	$387,714	$707,410	$707,410
7	$0	$322,893	$0	$310,171	$633,064	$633,064
8	$0	$326,122	$0	$232,628	$558,751	$558,751
9	$0	$329,383	$0	$155,086	$484,469	$484,469
10	$0	$332,677	$0	$155,086	$487,763	$487,763

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 3.0% per year. The Project's real property is assumed to appreciate at a rate of 3.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Fiscal Impact Overview

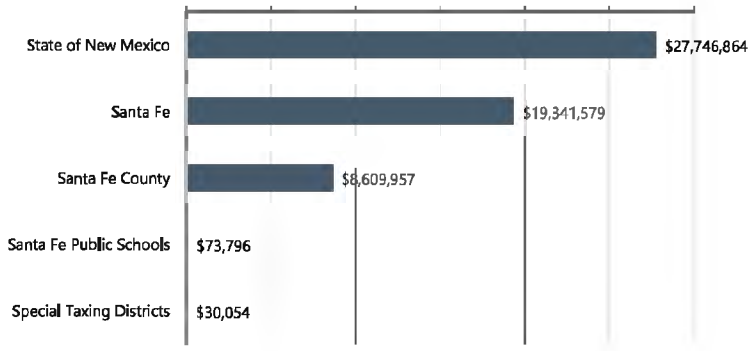
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the City will receive approximately $19,341,600 in net benefits over the 10-year period and the Project will generate $55,802,200 in total for all local taxing districts.

Table 5. Fiscal Net Benefits Over the Next 10 Years for the State and Local Taxing Districts

	Benefits	Costs	Net Benefits	Present Value of Net Benefits*
State of New Mexico	$29,507,862	($1,760,998)	$27,746,864	$19,508,007
Santa Fe	$19,387,996	($46,417)	$19,341,579	$13,599,107
Santa Fe County	$8,609,957	$0	$8,609,957	$6,057,670
Santa Fe Public Schools	$73,796	$0	$73,796	$55,064
Special Taxing Districts	$30,054	$0	$30,054	$0
Total	$57,609,664	($1,807,415)	$55,802,249	$39,242,273

** The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 6.75% to make the dollars comparable.*

Figure 1. Net Benefits Over the Next 10 Years for the State and Local Taxing Districts



State of New Mexico

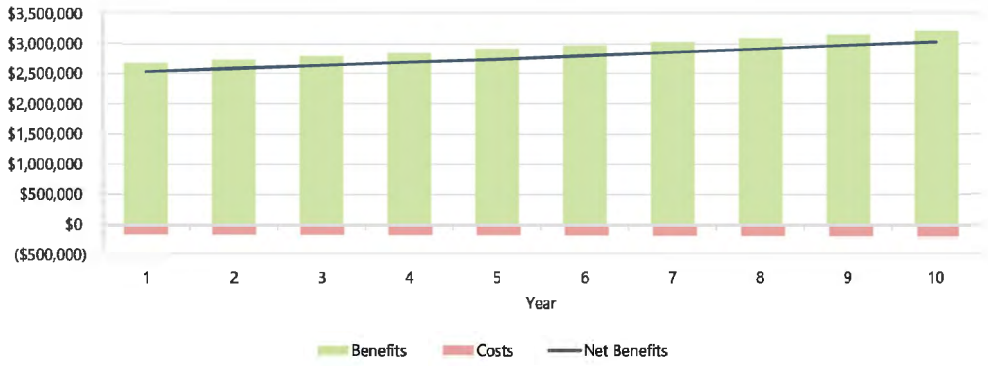
The table below displays the estimated additional benefits to be received by the State of New Mexico over the first 10 years. The project is expected to have a small effect on the statewide population and therefore some additional statewide costs to provide additional services were estimated for the state. Appendix C contains the year-by-year calculations.

Table 6. State of New Mexico: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$16,974,059
Real Property Taxes - Project	$4,328
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Personal Income Taxes	$4,298,429
Corporate Income Taxes	$117,323
Miscellaneous Taxes & User Fees	$8,107,817
Subtotal Benefits	$29,507,862
Cost of Providing State Services	($1,760,998)
Subtotal Costs	($1,760,998)
Net Benefits	$27,746,864
Present Value (6.75% discount rate)	*$19,508,007*

Gross receipts taxes are estimated on new taxable gross receipts resulting from the project. Property taxes are estimated on the firm's property and new residential property constructed. Personal income taxes are estimated based on an effective income tax rate and the earnings of new direct and indirect workers. Corporate income taxes on the direct activity is based on the net taxable income projected by the company. Corporate income taxes on the indirect activity is estimated on a per indirect worker basis and the observed statewide corporate income tax collections per worker. To the extent that the project will result in an increase in new households in the state, additional miscellaneous taxes and user fees have been estimated for the state. Additionally, the costs to provide state services to these new households were also estimated based on recent state expenditure data as detailed in the Appendix.

Figure 2. Annual Fiscal Net Benefits for the State of New Mexico



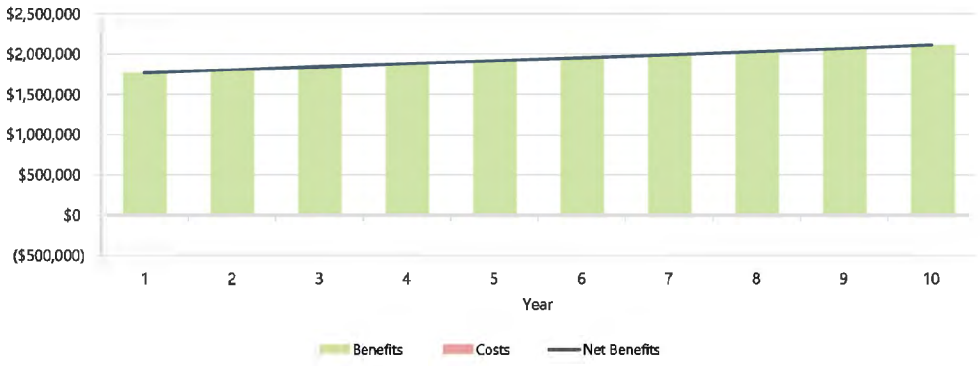
Santa Fe

The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 7. Santa Fe: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$19,295,294
Real Property Taxes - Project	$11,985
FF&E Property Taxes - Project	$16,353
Property Taxes - New Residential	$0
Utility Revenue	$45,065
Utility Franchise Fees	$19,298
Building Permits and Fees	$0
Lodgers Taxes	$0
Miscellaneous Taxes & User Fees	$0
Subtotal Benefits	$19,387,996
Cost of Providing Municipal Services	$0
Cost of Providing Utility Services	($46,417)
Subtotal Costs	($46,417)
Net Benefits	$19,341,579
Present Value (6.75% discount rate)	*$13,599,107*

Figure 3. Annual Fiscal Net Benefits for the Santa Fe



Santa Fe County

The table below displays the estimated additional benefits, costs, and net benefits to be received by the County over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 8. Santa Fe County: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$0
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Building Permits and Fees	$0
Miscellaneous Taxes & User Fees	$0
Subtotal Benefits	$0
Cost of Providing County Services	$0
Subtotal Costs	$0
Net Benefits	$0
Present Value (6.75% discount rate)	*$0*

Santa Fe Public Schools

The table below displays the estimated additional benefits, costs, and net benefits to be received by the school district over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 9. Santa Fe Public Schools: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
State Equalization Guarantee	$0
Subtotal Benefits	$0
Cost of Educating New Students	$0
Subtotal Costs	$0
Net Benefits	$0
Present Value (6.75% discount rate)	*$0*

Benefits for Other Taxing Districts

The table below displays the estimated additional property taxes to be received by other property taxing districts over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 10. Other Taxing Districts: Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Benefits	$0
Present Value (6.75% discount rate)	*$0*

State Incentives

The state is considering the following incentives for the Project.

Table 18. State Incentives Under Consideration

Year	State LEDA Loan
1	$750,000
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$750,000

These financial incentives may be considered an investment in the Project made by the state. Four calculations analyzing possible investments were made:

1. Net Benefits – detailed above
2. Present Value of Net Benefits – detailed above
3. Rate of Return on Investment – discussed and detailed below
4. Payback Period – discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the state, treating the incentives as the initial investment and the net benefits to the state as the return on investment. The payback period is the number of years that it will take the state to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

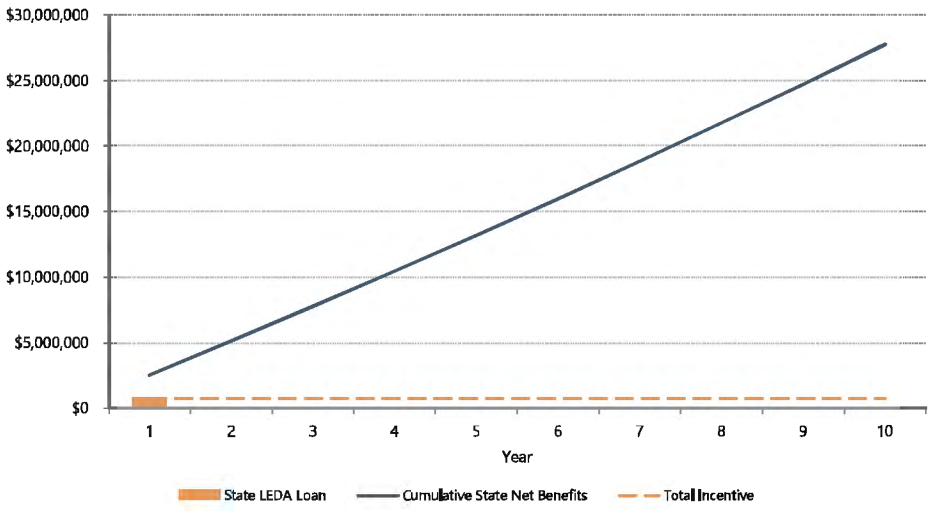
Table 19. Analysis of State Incentives

Total State Incentives	$750,000
Incentives Per Job	N/A
Rate of Return	370.0%
Payback period (years)	0.3

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the State. The intersection indicates the length of time until the incentives are paid back.

Figure 6. State Incentives Under Consideration



The company is asking for a $750K LEDA Loan

Overview of Methodology

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

Multiplier		City	County	State
Employment Multiplier	(Type II Direct Effect)	1.4471	1.5961	2.1125
Earnings Multiplier	(Type II Direct Effect)	1.1943	1.2591	1.4836

Calculation of Fiscal Impact

Calculation of Revenues for the State

The state's revenues from gross receipts taxes, property taxes, personal and corporate income taxes were estimated directly using data entered about the project and state tax rates and assumptions about workers moving to the area and possibly building new property.

Impact DataSource estimated the miscellaneous taxes and user fees as a function of statewide personal income. The data used to estimate these factors were obtained from the US Census of Governments and the Bureau of Economic Analysis. Next, these percentages were applied to the total increase in workers' earnings from the economic impact calculations to determine the annual miscellaneous taxes and user fees to be collected by the state related to the permanent increase in economic activity supported by the project.

The fiscal costs associated with the project result from the portion of new worker households that relocate to New Mexico to take a job and the resulting costs to provide state services to these new residents. Impact DataSource estimated the cost of providing state services to new worker households moving to the state by applying the average per household cost of state expenditures to the estimated number of new workers new to the state.

Impact DataSource determined the marginal cost to provide state government services on per household in the state by using approximately 40% of the average cost. The data used to estimate these costs were obtained from the US Census of Governments and US Census. On average, the state incurs $5,000 in costs to provide these services to households.

Calculation of Revenues for the City

The city's revenues from gross receipts taxes, property taxes, city-owned utilities, utility franchise fees, lodging taxes, and building permits and fees were estimated directly using data entered about the project and local tax rates and assumptions about workers moving to the area and possibly building new property.

The new firm was not asked for nor could reasonably provide some data for calculating some other revenues for the city. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers at the firm, the firm may not reasonably know the propensity of its workers to speed. Therefore, some other city revenues were calculated using an average revenue approach. This approach uses two assumptions:

1 - The city has two general revenue sources — revenues from residents and revenues from businesses.
2 - The city will collect (a) about the same amount of other revenues from each household of new workers that may move to the city as it currently collects from an average household of existing residents, and (b) about the same amount of other revenues from the new firm (on a per worker basis) will be collected as the city collects from other businesses in the city.

Using this average revenue approach, revenues likely to be received by the city were calculated from the households of new workers who may move to the city and from the new firm using average city revenues per household and per worker calculations. These revenues are labeled as miscellaneous taxes and user fees.

The total annual city revenues used to make average revenue calculations in this analysis were obtained from the city's latest annual budget and the per household and per worker and calculations are detailed in Appendix A.

Calculation of Costs for the City

This analysis sought to answer the question, what additional monies will the city have to spend to provide services to households of new workers who may move to the city and to the firm. A marginal cost approach was used to calculate additional city costs from the new firm and its workers.

This approach uses two assumptions:

1 - The city spends money on services for two general groups — residents and businesses.
2 - The city will spend (a) about the same amount for variable or marginal cost for each household of new workers that may move to the city as it currently spends for an average household of existing residents, and (b) about the same amount for variable or marginal costs for the new firm (on a per worker basis) as it spends for other businesses in the city.

Calculation of Net Benefits for the City

Net benefits calculated in this analysis are the difference between additional city revenues over a ten-year period and additional city costs to provide services to the new firm and its workers and indirect workers who may move to the city.

Calculation of Revenues, Costs and Net Benefits for the County
The model estimates additional revenues, costs and net benefits for the county using the same methodology described for the city relying on county budget data.

Calculation of Revenues for Public Schools
The school district's revenues from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

However, school district revenues from state and federal funds and other local funding were calculated using an average revenue approach. This approach used the assumption that the school district will collect about the same amount of these revenues for each new student in the household of a new worker who may move to the county as it currently collects for each existing student.

Calculation of Costs for Public Schools
A marginal cost approach was used to calculate additional school district costs from the new firm and its workers. This approach uses the assumption that the school district will spend about the same amount for variable or marginal cost for each new student as it spends for each existing student.

Calculation of Net Benefits for Public Schools
Net benefits calculated in this analysis are the difference between additional school district revenues over a ten-year period and marginal costs for the school district to provide services to students in the households of new workers who may move to the county.

The school district's total annual revenues and expenses to make average revenue and marginal costs calculations in this analysis were obtained from the school district's latest annual budget.

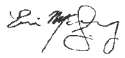
Calculation of Property Taxes to be Collected by Countywide Special Taxing Districts
Revenues for countywide special taxing districts from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

While each of these special taxing districts may incur additional costs from new residents and from the new firm, these additional costs were not calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in New Mexico and more than 30 other states.

In addition, Impact DataSource has prepared and customized more than 50 economic impact models for its clients to perform their own analyses of economic development projects. These clients include the Frisco EDC in Texas and the Metro Orlando (Florida) Economic Development Commission.

Signature: 

Email: ekmcsherry@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-12

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt-Sanchez Councilor Roman "Tiger" Abeyta

Councilor Signe I. Lindell Councilor JoAnne Vigil Coppler

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11 SFCC 1987; APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND DESCARTES LABS, INC. FOR AN ECONOMIC DEVELOPMENT LOAN PROJECT FOR LEASE PAYMENTS TO PROVIDE ASSISTANCE FOR THE NEGATIVE FINANCIAL IMPACTS OF COVID-19.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Short Title. This Ordinance shall be known as the "COVID-19 Descartes Local Economic Development Loan Project Ordinance."

Section 2. Recitals.

A. The Local Economic Development Act, NMSA 1978, Sections 5-10-1, et. seq. ("LEDA") explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources; and

B. The City of Santa Fe has complied with the requirements of the Local Economic

B. The City of Santa Fe has complied with the requirements of the Local Economic Development Act by adopting an Economic Development Fund Ordinance (11-14 SFCC (1987)), incorporating within that ordinance its community economic development plan and its economic development strategy for implementation dated May 21, 2008; and

C. Descartes, Labs, Inc. ("Qualifying Entity") is a software development facility that serves the public by stimulating and catalyzing the growth of a high-technology industry cluster in Santa Fe under the Economic Development Ordinance. The Qualifying Entity creates economic base jobs as a software development facility by creating software that for cloud-based super-computing platforms that predicts changes in natural resources to better understand the planet.

D. The State of New Mexico has appropriated seven hundred thousand dollars ($700,000.00) from the New Mexico LEDA Fund and the City of Santa Fe has provided one hundred thousand dollars ($100,000.00) from the Local Economic Development Fund to the project to build out the infrastructure and tenant improvements in the facility and to contribute to lease payments with any remainder from the infrastructure and tenant improvement expenses. The project is located at 100 North Guadalupe Street in Santa Fe, New Mexico. The loan will finance construction costs, materials associated with the interior renovation of the facility, and improvements or construction of HVAC, telecommunications, broad band connectivity and other infrastructure necessary to improve service to the facility. This project identified as the "Project" is a world headquarters that will expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

E. The new facility will be used to develop software, which causes it to fall into the definition of a "manufacturer" under LEDA.

F. As of December 31, 2019, Descartes Labs employed seventy-five (75) people with an average annual salary of over one hundred and twenty thousand dollars ($120,000.00), which was compliant with PPA 2018-0057 approved on January 10, 2018, by the Governing Body. Descartes

Labs was on track to earn its bonus monies of ten thousand dollars ($10,000) per job by hiring twenty (20) additional people.

G. Since January 31, 2019, the COVID-19 pandemic forced Descartes Labs to layoff nineteen (19) employees for a current employee base of sixty-three (63) people. The pandemic has delayed the company's growth plans by two (2) years.

H. The project participation agreement will be amended to require Descartes Labs to meet its job creation schedule of seventy (70) people by June 30, 2022, and provide Descartes Labs an opportunity to earn the bonus LEDA monies if Descartes Labs hires an additional twenty (20) employees for a total base of ninety (90) employees by January 1, 2024, and retains the employees for six (6) months. The PPA will also amend the average annual wage of one hundred and forty thousand dollars ($140,000.00) to one hundred and ten thousand dollars ($110,000.00).

Section 3. Findings. The Governing Body hereby finds:

A. The City of Santa Fe has determined that it is in the interest of the welfare of the citizens of Santa Fe to enter into an Economic Development Project Participation Agreement for the purposes of effectuating the City's Economic Development Plan and the Project.

B. In compliance with the City's Economic Development Fund Ordinance, 11-14 SFCC (1987), this Project Participation Agreement between Qualifying Entity and the City clearly states the following:

(1) Descartes Labs, Inc. is a qualifying entity;

(2) The contributions of the City and Qualifying Entity;

(3) The specific measurable objectives upon which the performance review will be based;

(4) A schedule for Project development and goal attainment;

(5) The security being offered for the City's investment;

(6) The procedures by which the Project may be terminated and the City's

investment recovered;

(7) The time period for which the City shall retain an interest in the Project; and

(8) The economic development goals of the project; and

(9) A "sunset" clause after which the City shall relinquish interest in and oversight of the project.

Section 4. Approval and Adoption of the Project Participation Agreement. The go verning body hereby approves the 2020 PPA (attached as **Exhibit A**) whereby the City will continue to be the Fiscal Agent for the State Legislative appropriation of seven hundred thousand dollars ($700,000.00) and for the one hundred thousand dollars ($100,000.00) in City Funds. The City will pass through the State Legislative appropriation of seven hundred thousand dollars ($700,000.00) and the City funds of one hundred thousand dollars ($100,000.00) to Qualifying Entity and the funds will be used for construction of tenant improvements and infrastructure in and to the facility and for lease payments with any remainder from the infrastructure and tenant improvement expenses and thus will continue to expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

Section 5. Severability Clause. If any section, paragraph, clause, or provision of this ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or unenforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this ordinance or the regulation so challenged.

Section 6. Effective Date. This ordinance shall become effective immediately upon adoption.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/2020-11 Descartes Labs LEDA PPA Amendment

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT

THIS AMENDED PROJECT PARTICIPATION AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2020, by and between the City of Santa Fe, a municipal corporation (hereinafter referred to as the "City") and Descartes Labs, In c. a Delaware Corporation registered as a foreign profit corporation in the State of New Mexico (hereinafter referred to as the "Qualifying Entity" or "Q/E").

WHEREAS, the State of New Mexico has deemed it in the best interest of the citizens of New Mexico to enact the Local Economic Development Act ("LEDA") (NMSA 1978, §§ 5-10-1 *et seq.*);

WHEREAS, LE DA explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City has complied with LEDA requirements by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan (11-11 SFCC (1987)), called the Community Economic Development Plan and Economic Development Strategy for Implementation dated May 21, 2008;

WHEREAS, Descartes Labs, Inc. is a "qualifying entit y" under LEDA and the Economic Development Ordinance in that it is a software developer, which fall under the definition of a "manufacturer" in a primary industry that creates economic base jobs and which exports fifty percent (50%) or more of their services or goods outside of New Mexico (§ 11-11.4 (A) SFCC (1987)); (NMSA 1978, § 5-10-3 (J);

WHEREAS, all requirements under the Economic Development Ordinance have been fulfilled;

WHEREAS, the Q/E has submitted an application ("Application") to the City for assistance under the Economic Development Plan Ordinance (11-11 SFCC (1987)) and for the City to act as fiscal agent for the grant monies ("Grant Monies") granted b y the City through its Office of Economic Development and through the New Mexico Economic Development Department;

WHEREAS, in the Application, the Q/E proposed an "economic development project" compliant with LEDA, in that it will use the Grant Monies for lease payments, construction costs and materials associated with the interior renovation of its facilities and to improve or construct infrastructure, including HVAC, telecommunications, broadband connectivity, and other infrastructure necessary to provide or improve service to the facility (the "Project") located at 100 North Guadalupe, Santa Fe, New Mexico, 87501;

WHEREAS, the City has determined that it is in the interest of the welfare of the citizens of the City to enter into this Agreement for the purposes of effectuating its economic development plan;

WHEREAS, the City's total maximum contribution to the Project is One Hundred Thousand Dollars and No Cents ($100,000.00); the State of New Mexico's contribution to the Project will not exceed Seven Hundred Thousand Dollars and No Cents ($700,000.00) from the New Mexico LEDA Fund ("NM LEDA Fund") pursuant to an intergovernmental agreement between the Cit y and the State to be executed soon after the execution of this Agreement; and the Q/E shall contribute at least Four Million Two Hundred Nine Thousand Dollars ($4,209,000) to the Project; and

WHEREAS, the Project addresses the following objectives from the Santa Fe Economic Development Implementation Strategy as adopted by City Resolution 2008-42: "Diversify the Santa Fe Economy with an emphasis on high wage jobs and career paths;" "Pursue overall affordability where local wages can support living in Santa Fe (reduce leakage);" and "Bolster Santa Fe's leadership position and/or potential in innovation."

WHEREAS, this Agreement clearl y provides the following as required b y LEDA and the Economic Development Plan Ordinance: (1) the economic development goals of the Project; (2) the contributions of the City, State, and the Q/E; (3) the specific measurable objectives upon which the performance review will be based; (4) a schedule for project development and goal attainment; (5) the security being offered for the City's and State's investment; (6) the procedures by which the project may be terminated and the City's investment recovered; (7) the time period for which the City shall retain an interest in the Project; (8) a "sunset" clause after which the City shall relinquish interest in and oversight of the Project; and (9) that the Qualifying Entity is a qualifying entity.

NOW THEREFORE, in consideration of the foregoing, the following and other good and valuable consideration, the receipt of which is hereby acknowledged the undersigned parties hereb y agree as follows.

1. CONTRIBUTIONS OF THE CITY, THE STATE AND THE Q/E

A. Contributions of the State and the City. The maximum grant monies that may be disbursed under this Agreement shall be $800,000 as described below:

(1) City Contribution. This Agreement governs the City's contribution to the Project. The City shall reimburse the Q/E in the amount of up to One Hundred Thousand Dollars and No Cents ($100,000.00) for lease payments, infrastructure to improve the interior of the building and site, design, development, installation of infrastructure and construction of tenant improvements to the facility.

(2) State Contribution: This Agreement governs the State's contribution of up to Seven Hundred Thousand Dollars and No Cents ($700,000.00) from the NM LEDA Fund by way of the New Mexico Economic Development Department. The City will serve as fiscal agent

pursuant to the Intergovernmental Agreement between the City and State, which was executed in 2018 and is in substantial form as **Attachment "E"**, the terms of which are incorporated into this Agreement. The State monies will be available for disbursement in the following tranches upon completion of the disbursement milestones:

(a) $400,000 by June 30, 2018, upon the creation of 19 new jobs with a payroll of $2.66 million or more and the completion of Phase I and II of the Construction Schedule in **Attachment "B",** which has alread y been complete b y the Effective Date of this Amendment;
(b) $90,000 by June 30, 2019 upon the creation of 17 new jobs for a total of 36 new with a payroll of $5.04 million, which has alread y been complete b y the Effective Date of this Amendment;
(c) $10,000 by June 30, 2023, for a total of 50 new jobs and retention of previous jobs for a total of 70 jobs and upon the completion of the final performance audit and close-out.
(d) A bonus will be disbursed at a rate of $10,000 per job for a maximum of $200,000, for each job created and retained for six months by June 30, 2024, in excess of the 70 new jobs requirement, in accordance with **Attachment A.**

(3) Disbursement of Grant Monies: Dispersal of the NM LEDA Funds b y t he State and the City's economic development funds are contingent upon the following:

(a) The Cit y and the New Mexico Economic Development Department shall execute an intergovernmental agreement for the State to grant up to $700,000.00 to the City as fiscal agent for the Project; and

(b) The Q/E shall submit to the City for review, a cover letter, invoice, proof of payment, and supporting documentation of the completion of performance milestones at each project phase necessary for disbursement as referenced in the Job Creation Commitment and Schedule in **Attachment A.** Disbursement shall be made on a reimbursement basis of eligible costs under the LEDA, as further limited below:

(i) Lease Payments;
(ii) Design, development and construction of building, infrastructure and tenant improvements for the building and site;

It is expressly understood that any costs eligible for reimbursement must be incurred after this Agreement is in effect.

(c) The City shall disburse to the Q/E One Hundred Thousand Dollars ($100,000) in City Grant Monies. The City monies will be available for disbursement in the following tranches:

i. $20,000 by the end of June 30, 2018, after the completion of Phase I and II of the Construction Schedule in **Attachment "B"**, which

has already been complete by the Effective Date of this Amendment;

ii. $30,000 by the end of June 30, 2019, after the creation of 36 new jobs as referenced in Job Creation Commitment and Schedule in **Attachment "A"**, which has already been complete by the Effective Date of this Amendment; and

iii. $50,000 by the end of June 30, 2022, after the creation of 50 new jobs as referenced in the Job Creation Commitment and Schedule in **Attachment "A"**; and

(4) If Grant Monies from the City and State do not fully fund the Project; the Q/E shall contribute any additional funds necessary to fund the remainder of the Project.

B. Contributions of the Q/E.

(1) Financial Investment: The Q/E shall contribute Four Million Two-Hundred Nine Thousand Dollars ($4,209,000) or more in matching funds to complete the Project.

(2) Project Management: Unless otherwise specified in this Agreement, the Q/E shall be responsible for managing all parts of the Project.

(3) Direct Economic Output:

The Project is anticipated to generate $106,147,218 in direct salaries for existing and expanded operations over ten years. The total estimated direct economic output for the expansion of the facility is $96,624,751 over ten years, as is further described in the Economic Impact Report (See page 4 of **Attachment "C"**).

(4) Expanded Tax Base: As a result of the completion of the Project, the Q/E will generate contributions to the City's tax base, as enumerated in the Economic Impact Report. Net benefits for the City generated by this Project (including property taxes, gross receipts taxes, utility fees, utility franchise fees, lodger's taxes and other use taxes) are estimated $651,983 over ten years. (See pp. 10 of Economic Impact Report of **Attachment "C"**.)

(5) Proportional Investment: The Q/E at its discretion may decide to not accept the entire $800,000 in grant monies for the Project. If the Q/E does not accept the entire granted monies, then the capital investment and job creation requirements would then decrease proportionally to the level of grant monies accepted. The Q/E shall notify the City 30 days prior to its decision.

2. PERFORMANCE REVIEW AND CRITERIA – ECONOMIC DEVELOPMENT GOALS

A. Economic Development Goals. The following Project and Economic Development Goals shall be fulfilled by the Q/E:

(1) By June 30, 2019, the Q/E shall employ at least thirty-six (36) new full-time equivalent emplo yees in the City of Santa Fe, while retaining the prior employment, and in accordance with the minimum average wage in the Job Creation Commitment and Schedule. See **Attachment "A"**.

(2) By June 30, 2023, the Q/E shall employ no fewer than fifty (50) new full-time equivalent employees in the City of Santa Fe, while retaining the prior employment figures, in accordance with the minimum average wage data points in **Attachment A**.

(3) If the Q/E emplo ys more than 50 new full-time equivalent jobs with a headcount between 71 and 90 employees by June 30, 2024 and retains them for six months, then the Q/E shall be entitled to a bonus of Ten Thousand Dollars and No Cents ($10,000.00) per job for up to 20 jobs for maximum amount of Two Hundred Thousand Dollars and No Cents ($200,000.00), in accordance with **Attachment A**.

(4) The Q/E's contribution as set forth in Paragraph 1.B herein is incorporated into the Economic and Development Goals.

B. Reports; Certifications; Review.

(1) Quarterl y Reports. During the term of this Agreement, the Q/E shall provide to the Office of Economic Development staff quarterly reports in the months of January, April, July, and October of each year. The Q/E's quarterly reports shall clearly indicate how the Q/E has met the job creation requirements in **Attachment A**, and the taxes generated and other indices contained in the Economic Impact Report (see Attachment D for recommended form) Quarterl y reports shall be in the form of an affidavit signed by an officer of the Q/E. Quarterly reports shall include a copy of FORM ES-903 provided by the Q/E to the City, which the Q/E filed with the New Mexico Department of Workforce Solutions, to demonstrate compliance with this Agreement at each review cycle. In the quarterl y report, the Q/E shall include number of new jobs, the average wage of the new employees, cumulative emplo yment, retention of existing employees and total payroll. The City's review of the quarterl y reports shall determine whether the Q/E is in compliance with this Agreement and is substantially achieving the goals and objectives herein.

(2) Annual Reports. The City may require the Q/E to provide annual reports or a presentation to the City's governing body and the Economic Development Advisory Committee (EDAC). The City will give the Q/E a minimum of 30 days' notice if a report or presentation to the governing bod y or EDAC is required. City staff shall review these reports to ensure the Q/E's compliance with this Agreement in accordance with the Job Creation Commitment and Schedule.

(3) Expanded Tax Base Report: Within a reasonable time after completion of the construction of the facilities, but in any event by the next quarterl y report, the Q/E shall provide to the City a written report on the construction jobs and wages created and the economic impacts thereof.

(4) Certification of Non- Interest. The Q/E shall certify to the City that no member, officer, or employee of the Cit y or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, has an y interest, direct or indirect, in the Q/E or an y contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The Q/E shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

D. Documentation of Completion of Construction Phases: Within a reasonable time after completion of each phase listed in Paragraph 1.A (3) (b) and (c) herein, the Q/E shall provide documentation of its completion to the City's Office of Economic Development. The Q/E shall provide documentation to the City that construction of the facilities was completed by June 30, 2018. See Construction Schedule, attached as **Attachment "B"**.

3. RECAPTURE PROVISIONS FOR PUBLIC MONIES

A. If an y Economic Development Goal set forth in Paragraph 2.A is not met and documented in a manner deemed satisfactory by the City, the Q/E shall be deemed in default ("Default") and within 60 days of the City receiving the quarterly report with the information of such Default, the City shall send a written Notice of Default to the Q/E informing the Q/E how many days it has to cure the Default or repay the Grant Monies disbursed in proportion to the Economic Development Goals not yet achieved.

B. If the Q/E remains noncompliant after any applicable cure period, then the City may elect to pursue an y and all remedies available in law or equity, including but not limited to initiating foreclosure of the security interest or demanding timely repayment by the Q/E of the Grant Monies in proportion to the unmet goals, as the City in its sole discretion may determine subject to reasonable calculations.

C. In the event the Q/E ceases operations and closes its facility before the end of year three of this amended Agreement, the Q/E shall be deemed in Default and the Q/E shall reimburse 100% of all Grant Monies disbursed to the Q/E to the City of Santa Fe Economic Development Fund as identified in 11-14 SFCC (1987).

4. Q/E BUYOUT

A. The Q/E may, at its election, buyout and thereby terminate this Agreement by repaying in full to the City all Grant Monies. Such repayment by the Q/E shall be without penalty until and unless the City initiates claw back of the Grant Monies, at which point costs, expenses (including City staff time) and attorney's fees will accrue to the repayment amount.

B. The Q/E must send prior written notice to the City of the Q/E's intent to repay in full the Grant Monies at least 45 days prior to the Q/E's repayment. The City's receipt of the Q/E's repayment of all disbursed Grant Monies (including any costs, fees, and expenses resulting from

claw back proceedings) constitutes satisfaction of the Q/E under this Agreement, upon which the Q/E may request release of the securit y interest, and the City will release the securit y interest within a reasonable time after receiving the Q/E's written request.

C. Within 30 days of receiving such notice from the Q/E, the City will notify the New Mexico Economic Development Department of the Q/E's intent to exercise the buyout clause. The City will reimburse the New Mexico Economic Development Department its portion of the repaid Grant Monies within 60 days after the Cit y receives the repaid monies from the bu yout.

5. SECURITY FOR CITY'S INVESTMENT; CLAWBACK

This is a grant project only, with the City acting as fiscal agent. The Q/E has no loan obligations for repayment to the City or State, but is obligated to fulfill the Economic Development Goals of this Agreement, however if the Q/E is found by the City to be in default, then the City may elect to demand financial reimbursement by the Q/E.

A condition precedent to this PPA is securitization of the Grant Monies which may be clawed back if the Q/E fails to meet its performance goals under this PPA. As securit y for fulfilling the Economic Development Goals, before the City may disburse any appropriations to the Q/E, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City. The expected securitization method is an irrevocable stand-by letter of credit from an issuing financial institution, with the City as beneficiary, from which the City may immediately draw down upon the City's presentation of a demand for payment and evidence of Q/E's default ("Irrevocable Letter of Credit"). This Irrevocable Letter of Credit shall have automatic one- ye ar extensions terminable at the sole option and discretion of the City. At an y given time, the Irrevocable Letter of Credit must secure an amount, and the City shall be able to draw down an amount, at least equal to the amount of appropriations made to the Q/E for the Project, the maximum being $800,000. Funds from the Irrevocable Letter of Credit may be drawn in one drawing or from time-to-time in or one or more partial drawings on or before the expiration date. Attached hereto and incorporated herein is **Attachment A**, which sets forth the clawback terms.

During the term of this Agreement, the Q/E may request a full or partial release of the Irrevocable Letter of Credit by the substitution of collateral, repayment of the disbursed appropriation or proof that the Q/E has met the Contribution and Economic Development Goals, in part or in whole, under this Agreement. An y full or partial release of the Letter of Credit will be proportional to the value of the substitute collateral, repayment, or the portion of Economic Development Goals met which are no longer subject to clawback according to **Attachment A**. Acceptance of substitute collateral or proof of performance goals shall be within the City's sole and absolute discretion.

6. TERM; SUNSET

This Agreement shall remain in force for 10 ye ars from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the satisfaction of the City, whichever is earlier. In the event the Q/E performs or exceeds the required

performance levels contained in this Agreement, as may be determined b y t he City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 7, below.

This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City determines that the objectives under this Agreement have been fulfilled and a closure letter b y the City is provided to the Q/E.

7. **TERMINATION**

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination in the event that the Q/E ceases to operate the Project in accordance with the terms of this Agreement. If the Q/E is found to not be in substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Grant Monies.

The Q/E may terminate the Agreement by pre-paying in full to the City and without penalty any Grant Monies disbursed to the Q/E. The Q/E must send a written letter to the City giving notice of its intent to pre-pay the Grant Monies in full within 45 days prior to the Q/E's intent to repay in full the Grant Monies

8. **STATUS OF THE Q/E**

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and emplo ye es, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or an y other benefits afforded to emplo ye es of the City as a result of this Agreement. The Q/E shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

9. **ASSIGNMENT AND SUCCESSORS; BINDING EFFECT**

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.

B. The Q/E shall not assign or transfer an y of its rights, privileges, obligations or other interest under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other matter, including any claims for money due or to become due under this Agreement, without the prior written approval of the City.

C. Any purported assignment of rights is a violation of subsection (B) and is void.

10. **INDEMNIFICATION; LIABILITY**

It is expressl y understood and agreed b y and between the Q/E and the City that the Q/E shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments

on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from the Q/E's actions or inactions as a result of this Agreement, as well as the actions or inactions of Q/E's employees, agents, representatives and subcontractors as a result of this agreement. The Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

11. **INSURANCE**

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to propert y. Such insurance shall provide that the City is named as an additional insured and that the City shall be notified no less than 30 days in advance of cancellation for an y reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing under this Agreement.

B. The Q/E shall also obtain and maintain Workers' Compensation insurance, required b y law, to provide coverage for Q/E's employees throughout the term of this Agreement. The Q/E shall provide the City with evidence of its compliance with such requirement.

12. **NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1*et seq*. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

13. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Q/E. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

14. **RECORDS AND AUDITS**

The Q/E shall maintain and keep in its possession throughout the term of this Agreement and for a period of six (6) ye ars thereafter, all related records, including but not limited to, all financial records, requests for proposals (RFPs), invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records

sufficient to fully account for the amount and disposition of the total funds from all sources budgeted hereunder, the purpose for which such funds were used, and other such records as the City or the State shall proscribe. The Q/E shall be strictly liable for receipts and disbursements related to the Project Grant Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon notice within five (5) business days. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

15. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Governing Bod y and the New Mexico Economic Development Department on behalf of the Q/E to the City, this Agreement shall terminate upon written notice being given by the City to the Q/E.

16. **RELEASE**

The Q/E, upon final fulfillment of this Agreement, releases the City, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

17. **CONFIDENTIALITY**

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

18. **CONFLICT OF INTEREST**

The Q/E warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Q/E further agrees that in the performance of this Agreement no persons having an y such interests shall be employed.

19. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

The Q/E shall abide b y al l applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the City of Santa Fe. In an y action, suit or legal dispute arising from this Agreement, the Q/E agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or

suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. **AMENDMENT**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

21. **SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said performance. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

22. **REPRESENTATIONS AND WARRANTIES**

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act, 29 CFR 1630. The Q/E hereby agrees to defend, indemnify, and hold harmless the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Q/E, its contractors and subcontractors, agents, successors, assigns, officers, or emplo yees to comply with provisions of the ADA or the rules and regulations promulgated there under the Americans with Disabilities Act, 29 CFR 1630.

B. The Q/E agrees to comply with the applicable provisions of local, state, and federal equal emplo ym ent opportunity statutes and regulations.

C. The Q/E shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

23. **APPLICABLE LAW**

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

24. **NON-DISCRIMINATION**

During the term of this Agreement, the Q/E shall not discriminate against any employee or applicant for an employment position to be used in the performance by the Q/E hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical, or mental disability, medical condition, or citizenship status.

25. **SEVERABILITY**

In case an y one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

26. **NOTICES**

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to the CITY OF SANTA FE:
City of Santa Fe
Attn: Office of Economic Development Director
P.O. Box 909
Santa Fe, NM 87504

If to QUALIFYING ENTITY:
Attn: Chief Executive Officer
Descartes Labs, Inc.
100 North Guadalupe Street
Santa Fe, NM 87501

27. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

28. **ATTACHMENTS**

All attachments are fully incorporated herein and made a part of this Agreement.

29. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

30. **REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatory for the Q/E represents and warrants that he or she is duly authorized and has legal capacit y to execute and deliver this Agreement. The Q/E represents and warrants that the execution and delivery of the Agreement and the performance of the Q/E's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

_____
Alan Webber, Mayor

ATTEST:

_____
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

/s/ Andréa Salazar for
Erin K. McSherry, City Attorney

APPROVED:

Mary T. McCoy, Finance Director

2122800.510400
Munis Org Number

QUALIFYING ENTITY:
Descartes Labs, Inc.

Phil Fraher
CEO and President

By: _____

Employer ID Number: _____
City of Santa Fe Business ID Number: 03-326950-00

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Notarized Affidavit

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by PHIL FRAHER, the Chief Executive Officer and President of Descartes Labs, Inc., a foreign profit corporation, on its behalf.

_____
Notary Public

My commission expires:

Attachment A

*Job Creation Commitment and Schedule (Net New Jobs)** ❖

Year	*Net New Jobs Hiring Target*	*Jobs Retained From Prior Years*	*Payroll*	*Job Determination Period*		*Clawback % on Job Creation Shortfall^^^*
1	20 + 19 = 39	20 (starting headcount)	$2.66 million	01-Jul 2017	30 Jun 2018	100%
2	39 + 17=56	39	$5.04 million	01 Jul 2018	30 Jun 2019	100%
3	56 + 14 = 70	56	$7.0 million	01 Jul 2019	06 Jun 2022	100%
4	-	70		01 Jul 2022	30 Jun 2023	75%
5	-			01 Jul 2023	30 Jun 2024	50%
Note	71-90 (Bonus)			-	01 Jan 2024	
Total	*50*		*$14.7 million*			
		Addt'l Notes: All 70 new jobs and the 20 baseline jobs must be retained until June 30, 2024 for compliance. Any bonus tier job shall be achieved prior to June 30, 2024, and must be retained for six months for the bonus.				

Starting Headcount (JTIP Eligible):	20	*As of:*	June 30, 2017

^^^ Clawback percentage is calculated on job creation shortfall at expiration or termination of the PPA, whichever is earlier. Clawback formula = (Job Creation % Shortfall) x (Cumulative Grant Monies Distributed), where Job Creation % Shortfall is (1 - (actual jobs / cumulative hiring target))*100%.

❖ Each job must have a minimum average salary of $110,000, not including additional benefits. Wages of jobs retained from prior years must equal to or exceed the wage requirements for those jobs as described herein. Only New Mexico based employees count towards job creation.

Attachment B

Descartes Labs, Inc.

Construction Schedule

Estimated Completion Date	Description
March 31, 2018	Phase I: Tenant Improvements - Start of Construction.
June 30, 2018	Phase II: Tenant Improvements – Receipt of Certificate of Occupancy, after completing upgrades to design, building, interior, office and workspace upgrades, and installation of infrastructure to building facilit y which may include, HVAC, broadband connectivity, utilities, security, electrical, and an y infrastructure necessary for operations.

Attachment C

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF DESCARTES LABS IN SANTA FE, NM

October 12, 2017

Prepared by:
Ryan Eustice
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505

Prepared using Total Impact

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, a neconomic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is acustomized software program licensed to the New Mexico Economic Development Department. The model includes estimates, assumptions, and other information developed by Impact DataSo urce from its independent research effort detailed in New Mexico Economic Development Department's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. New Mexico Economic Development Departme nt made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by New Mexico Economic Development Department or Impact DataSource that any of t he estimates or results contained in this study will actually be achieved.

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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the Santa Fe may have on the state and local economy and estimates the costs and benefits for the state and local taxing districts over a 10-year period.

Description of the Project

Descartes Labs is a fast-growing startup that will be headquartered in Santa Fe, New Mexico. The company is a spinoff that came out of the Los Alamos National Laboratory. Now, Descartes Labs, has over 40 employees and has just recently raised a significant amount of series B financing. Descartes Labs will be entering into a lease for a downtown building in Santa Fe, New Mexico. The expansion will be able to house an additional 70 employees. The idea behind the new headquarters is to have the kind of space where someone says "wow" when they walk in the door and will show incoming recruits that we've built a little piece of Silicon Valley here in Santa Fe, New Mexico. The headquarter offices will include 15,845 rentable square feet, 17,680 square feet if including common spaces, plus 4,197 square feet of basement storage. The neighborhood this space is located in is extremely attractive to our employees. It is walking and biking distance to the center square of downtown Santa Fe, the Railyard and across the street from hotels, restaurants and museums. It is also walking distance to many of our employee's homes, while also being across the street from the Riverwalk and dog friendly areas for our employees who bring their dogs to work. The acquisition and completion of our headquarters in Santa Fe, New Mexico will allow Descartes Labs to expand at a rapid pace, and recruit high-paid talent to New Mexico. With a great place to work, in a great location, we expect potential employees to be more likely to move to Santa Fe, New Mexico from various places around the country and the world.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing company in the Santa Fe. The existing operations currently support 20.0 direct jobs in the community and 15.3 indirect and induced jobs. The direct workers earn an average salary of $140,000 per year and the company supports $10.2 million per year in taxable sales and spending in the community. Additionally, the company supports taxable property valued at $0.0 million annually. The table below illustrates the company's economic impact over the next 10 years - including both the existing and expanded operations.

Table 1. Economic Impact of Existing and Expanded Operations Over the Next 10 Years

	Existing Operations	Expansion	Existing & Expanded Ops
Economic Output:			
Direct	$29,455,350	$67,169,401	$96,624,751
Indirect & Induced	$19,036,993	$43,411,584	$62,448,577
Total	$48,492,342	$110,580,985	$159,073,328
Jobs			
Direct	20.0	50.0	70.0
Indirect & Induced	15.3	38.3	53.6
Total	35.3	88.3	123.6
Salaries			
Direct	$30,659,218	$75,488,000	$106,147,218
Indirect & Induced	$15,357,202	$37,811,939	$53,169,141
Total	$46,016,420	$113,299,939	$159,316,359
Taxable Sales			
Direct	$100,295,246	$15,946,989	$116,242,235
Indirect & Induced	$2,076,358	$5,112,333	$7,188,692
Total	$102,371,604	$21,059,322	$123,430,927

The table below illustrates the company's fisc al impact - the net benefits for local ta xing districts - over the next 10 years - including both the existing and expanded operations.

Table 2. Fiscal Impact of Existing and Expanded Operations Over the Next 10 Years

	Net Benefits		
	Existing Operations	Expansion	Existing & Expanded Ops
State of New Mexico	$8,740,948	$12,222,317	$20,963,264
Santa Fe	$4,410,752	$651,983	$5,062,736
Santa Fe County	$1,871,462	$341,917	$2,213,379
Santa Fe Public Schools	$0	$198,218	$198,218
Special Taxing Districts	$0	$33,764	$33,764
Total	$15,023,162	$13,448,199	$28,471,361

The remainder of this report will focus on only the economic and fiscal impact associated with the expanded operations.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the state. The 50.0 workers directly employed by the Project will earn approx imately an average salary of $140,000 per year initially. This direct activity will support 38.3 indirect an d induced workers in the state earning $91,000 on average. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately $113.3 million over the next 10 years.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visito rs' spending in the state, the Project is estimated to support approximately $21.1 million in taxable sales over the next 10 years.

Table 3. Economic Impact Over the Next 10 Years Statewide

	Direct	Indirect & Induced	Total
Economic output generated by direct, indirect, and induced activity	$67,169,401	$43,411,584	$110,580,985
Number of permanent direct, indirect, and induced jobs to be created	50.0	38.3	88.3
Salaries to be paid to direct, indirect, and induced workers	$75,488,000	$37,811,939	$113,299,939
Taxable sales and purchases	$15,946,989	$5,112,333	$21,059,322

The project is not expected to result in a consequential increase in the state's population. A majority of newly hired employees would likely be current New Mexico residents. However, it is estimated that approximately 20.0% of the new direct workers may be new residents to Santa Fe County. The local population impacts may result in new residential properties constructed in the county and increase the enrollment of local public schools.

Table 4. Population Impacts Over the Next 10 Years for the County

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the County	10.0	4.1	14.1
Number of new residents in the County	26.0	10.7	36.7
Number of new residential properties to be built in the County	1.0	0.4	1.4
Number of new students expected to attend local school district	5.0	2.1	7.1

The Project is estimated to support an average of approximately $0.8 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 5. Value of Taxable Property Supported by the Project Over the Next 10 Years

		The Project's Property				Total
Year	New Residential Property	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Subtotal Nonresidential Property	Residential & Nonresidential Property
1	$36,693	$0	$133,333	$6,667	$140,000	$176,693
2	$56,141	$0	$669,333	$172,667	$842,000	$898,141
3	$95,439	$0	$682,720	$155,333	$838,053	$933,493
4	$97,348	$0	$696,374	$138,000	$834,374	$931,723
5	$99,295	$0	$710,302	$120,667	$830,969	$930,264
6	$101,281	$0	$724,508	$103,333	$827,841	$929,122
7	$103,307	$0	$738,998	$86,000	$824,998	$928,305
8	$105,373	$0	$753,778	$68,667	$822,445	$927,817
9	$107,480	$0	$768,854	$51,333	$820,187	$927,667
10	$109,630	$0	$784,231	$34,667	$818,897	$928,527

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Temporary Construction Impact

The Project will include an initial period of construction lasting 2 year(s) where $2.0 million will be spent to construct new buildings and other real property improvements. It is assumed that 50.0% of the construc tion expenditure will be spent on materials and 50.0% on labor. The temporary construction activity will support temporary economic impacts in the community in the form of temporary construction employment and sales for local construction firms.

Table 5. Spending and Estimated Direct Employment Impact of Proje ct-Related Construction Activity

		Amount
Total construction expenditure		$2,000,000
Materials	*$1,000,000*	
Labor	*$1,000,000*	
Temporary Construction Workers Supported (Average Earnings = $44,250)		22.6

The following table presents the temporary economic impacts resulting from the construction.

Table 6. Temporary Economic Impact of Project-Related Construction Activity

	Direct	Indirect & Induced	Total
Number of temporary direct, indirect, and induced job years to be supported*	22.6	14.4	37.0
Salaries to be paid to direct, indirect, and induced workers	$1,000,000	$458,300	$1,458,300
Revenues or sales for businesses related to construction	$2,000,000	$1,489,000	$3,489,000

**A job year is defined as full employment for one person for 2080 hours in a 12-month span.*

Gross receipt tax calculations related to co nstruction activity are presented in the following table. The gross receipts tax re venue generated from construction-period taxable spending is included in th e fiscal impact for affected districts.

Table 7. Construction-Related Taxable Spending

	Estimate
Expenditure for Materials	$1,000,000
Percent of Materials subject to local gross receipts tax	0.0%
Subtotal Taxable Materials	$0
Expenditure for Labor / Paid to construction workers	$1,000,000
Percent of gross earnings spent on taxable goods and services	25.0%
Percent of taxable spending done locally	25.0%
Subtotal Taxable Constr uction Worker Spending	$62,500
Expenditure for Furniture, Fixtures, & Equipment (FF&E)	$520,000
Percent of FF&E subject to local gross receipts tax	25.0%
Subtotal Taxable FF&E Purchases	$130,000
Total Construction-Related Taxable Spending	$192,500

The above construction analysis focuses on the impact resulting from the Project's initial construction investments over the fi rst 2 year(s).

Fiscal Impact Overview

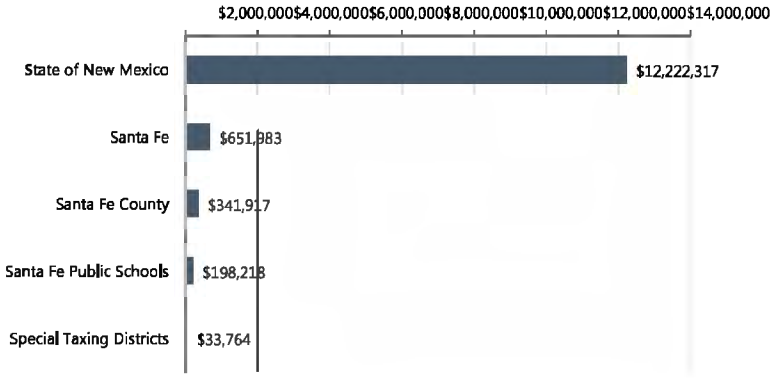
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the City will receive approximately $652,000 in net benefits over the 10-year period and the Project will generate $13,448,200 in total for all local taxing districts.

Table 8. Fiscal Net Benefits Over the Next 10 Years for the State and Local Taxing Districts

	Benefits	Costs	Net Benefits	Present Value of Net Benefits*
State of New Mexico	$13,998,151	($1,775,835)	$12,222,317	$9,144,517
Santa Fe	$949,921	($297,938)	$651,983	$502,926
Santa Fe County	$433,490	($91,574)	$341,917	$262,488
Santa Fe Public Schools	$377,230	($179,012)	$198,218	$148,718
Special Taxing Districts	$33,764	$0	$33,764	$25,523
Total	$15,792,557	($2,344,358)	$13,448,199	$10,084,173

** The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

Figure 1. Net Benefits Over the Next 10 Years for the State and Local Taxing Districts



State of New Mexico

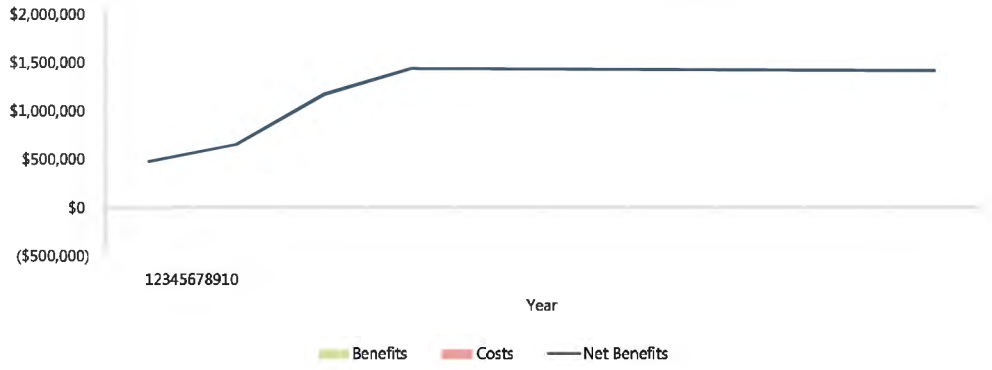
The table below displays the estimated additional benefits to be received by the State of New Mexico over the first 10 years. The project is expected to have a small effect on the statewide population and therefore some additional statewide costs to provide additional services were estimated for the state. Appendix C contains the year-by-year calculations.

Table 9. State of New Mexico: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$821,314
Real Property Taxes - Project	$9,061
FF&E Property Taxes - Project	$1,275
Property Taxes - New Residential	$1,240
Personal Income Taxes	$5,268,447
Corporate Income Taxes	($494,522)
Miscellaneous Taxes & User Fees	$8,391,337
Subtotal Benefits	$13,998,151
Cost of Providing State Services	($1,775,835)
Subtotal Costs	($1,775,835)
Net Benefits	$12,222,317
Present Value (5% discount rate)	*$9,144,517*

Gross receipts taxes are estimated on new taxable gross receipts resulting from the project. Property taxes are estimated on the firm's property and new residential property constructed. Personal income taxes are estimated based on an effective income tax rate and the earnings of new direct and indirect workers. Corporate income taxes on the direct activity is based on the net taxable income projected by the company. Corporate income taxes on the indirect activity is estimated on a per indirect worker basis and the observed statewide corporate income tax collections per worker. To the extent that the project will result in an increase in new households in the state, additional miscellaneous taxes and user fees have been estimated for the state. Additionally, the costs to provide state services to these new households were also estimated based on recent state expenditure data as detailed in the Appendix.

Figure 2. Annual Fiscal Net Benefits for the State of New Mexico



Santa Fe

The table below displays the esti mated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 10. Santa Fe: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$581,478
Real Property Taxes - Project	$26,357
FF&E Property Taxes - Project	$3,708
Property Taxes - New Residential	$2,227
Utility Revenue	$135,986
Utility Franchise Fees	$14,245
Building Permits and Fees	$0
Lodgers Taxes	$85,979
Miscellaneous Taxes & User Fees	$99,942
Subtotal Benefits	$949,921
Cost of Providing Municipal Services	($157,873)
Cost of Providing Utility Services	($140,065)
Subtotal Costs	($297,938)
Net Benefits	$651,983
Present Value (5% discount rate)	*$502,926*

Figure 3. Annual Fiscal Net Benefits for the Santa Fe

Santa Fe County

The table below displays the estimated additional benefits, costs, and net benefits to be received by the County over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 11. Santa Fe County: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$247,087
Real Property Taxes - Project	$92,081
FF&E Property Taxes - Project	$12,955
Property Taxes - New Residential	$10,114
Building Permits and Fees	$0
Miscellaneous Taxes & User Fees	$71,254
Subtotal Benefits	$433,490
Cost of Providing County Services	($91,574)
Subtotal Costs	($91,574)
Net Benefits	$341,917
Present Value (5% discount rate)	*$262,488*

Santa Fe Public Schools

The table below displays the estimated additional benefits, costs, and net benefits to be received by the school district over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 12. Santa Fe Public Schools: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$60,462
FF&E Property Taxes - Project	$8,506
Property Taxes - New Residential	$7,859
State Equalization Guarantee	$300,403
Subtotal Benefits	$377,230
Cost of Educating New Students	($179,012)
Subtotal Costs	($179,012)
Net Benefits	$198,218
Present Value (5% discount rate)	*$148,718*

Benefits for Other Taxing Districts

The table below displays the estimated additional property taxes to be received by other property taxing districts over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 13. Other Taxing Districts: Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$26,650
FF&E Property Taxes - Project	$3,749
Property Taxes - New Residential	$3,365
Benefits	$33,764
Present Value (5% discount rate)	*$25,523*

City Non-Tax Incentives

The City is considering the following non-tax incentives for the Project.

Table 17. City Incentives Under Consideration

Year	Enter Incentive Description
1	$100,000
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$100,000

These financial incentives may be considered an investment in the Project made by the city. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

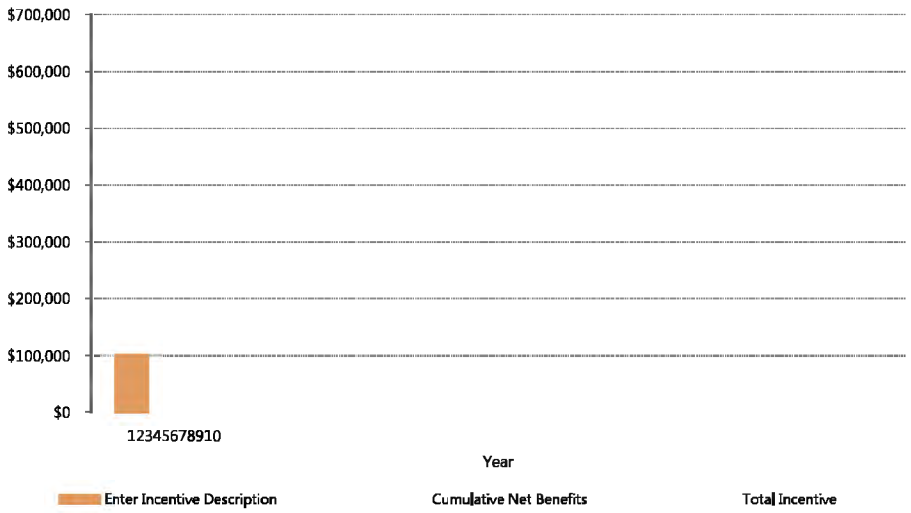
Table 18. Analysis of City Incentives

Total Non-Tax Incentive	$100,000
Incentive Per Job	$2,000
Rate of Return	65.2%
Payback period (years)	1.7

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 4. City Incentives Under Consideration



State Non-Tax Incentives

The state is considering the following non-tax incentives for the Project.

Table 21. State Incentives Under Consideration

Year	Enter Incentive Description
1	$500,000
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$500,000

These financial incentives may be considered an investment in the Project ma de by the state. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Be nefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the state, treating the incentives as the initial investment and the net benefits to the state as the return on investment. The payback period is the number of years that it will take the state to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of ince ntives per job, rate of return, and payba ck period.

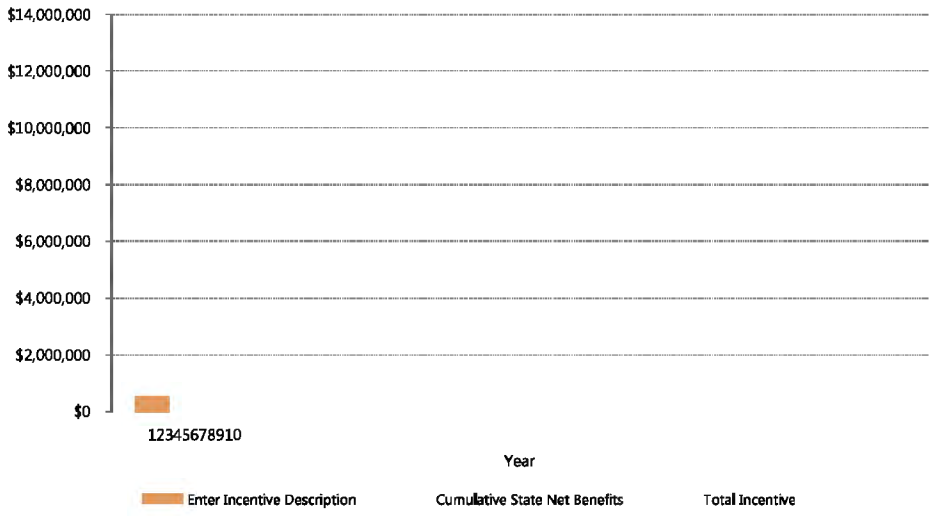
Table 22. Analysis of State Incentives

Total Non-Tax Incentive	$500,000
Incentive Per Job	$10,000
Rate of Return	244.4%
Payback period (years)	1.0

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the State. The intersection indicates the length of time until the incentives are paid back.

Figure 6. State Incentives Under Consideration



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Overview of Methodology

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes wi th community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing district s over a 10-year period.

The economic impact as calculated in this report can be categorized into two main ty pes of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and serv ices to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts es timated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is a ccurate or based on reasonable assumptions. Impact DataSource utilizes co unty-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic mu ltipliers were used in this an alysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate th e amount of salaries to be paid to work ers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

Multiplier		City	County	State
Employment Multiplier	(Type II Direct Effect)	1.3075	1.4100	1.7653
Earnings Multiplier	(Type II Di rect Effect)	1.2012	1.2683	1.5009

Calculation of Fiscal Impact

Calculation of Revenues for the State

The state's revenues from gross receipts taxes, property taxes, personal and corporate income taxes were estimated directly using data entered about the project and state tax rates and assumptions about workers moving to the area and possibly building new property.

Impact DataSource estimated the miscellaneous taxes and user fees as a function of statewide personal income. The data used to estimate these factors were obtained from the US Census of Governments and the Bureau of Economic Analysis. Next, these percentages were applied to the total increase in workers' earnings from the economic impact calculations to determine the annual miscellaneous taxes and user fees to be collected by the state related to the permanent increase in economic activity supported by the project.

The fiscal costs associated with the project result from the portion of new worker households that relocate to New Mexico to take a job and the resulting costs to provide state services to these new residents. Impact DataSource estimated the cost of providing state services to new worker households moving to the state by applying the average per household cost of state expenditures to the estimated number of new workers new to the state.

Impact DataSource determined the marginal cost to provide state government services on per household in the state by using approximately 40% of the average cost. The data used to estimate these costs were obtained from the US Census of Governments and US Census. On average, the state incurs $5,000 in costs to provide these services to households.

Calculation of Revenues for the City

The city's revenues from gross receipts taxes, property taxes, city-owned utilities, utility franchise fees, lodging taxes, and building permits and fees were estimated directly using data entered about the project and local tax rates and assumptions about workers moving to the area and possibly building new property.

The new firm was not asked for nor could reasonably provide some data for calculating some other revenues for the city. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers at the firm, the firm may not reasonably know the propensity of its workers to speed. Therefore, some other city revenues were calculated using an average revenue approach. This approach uses two assumptions:

1 - The city has two general revenue sources — revenues from residents and revenues from businesses.
2 - The city will collect (a) about the same amount of other revenues from each household of new workers that may move to the city as it currently collects from an average household of existing residents, and (b) about the same amount of other revenues from the new firm (on a per worker basis) will be collected as the city collects from other businesses in the city.

Using this average revenue approach, revenues likely to be received by the city were calculated from the households of new workers who may move to the city and from the new firm using average city revenues per household and per worker calculations. These revenues are labeled as miscellaneous taxes and user fees.

The total annual city revenues used to make average revenue calculations in this analysis were obtained from the city's latest annual budget and the per household and per worker and calculations are detailed in Appendix A.

Calculation of Costs for the City

This analysis sought to answer the question, what additional monies will the city have to spend to provide services to households of new workers who may move to the city and to the firm. A marginal cost approach was used to calculate additional city costs from the new firm and its workers.

This approach uses two assumptions:

1 - The city spends money on services for two general groups — residents and businesses.
2 - The city will spend (a) about the same amount for variable or marginal cost for each household of new workers that may move to the city as it currently spends for an average household of existing residents, and (b) about the same amount for variable or marginal costs for the new firm (on a per worker basis) as it spends for other businesses in the city.

Calculation of Net Benefits for the City

Net benefits calculated in this analysis are the difference between additional city revenues over a ten-year period and additional city costs to provide services to the new firm and its workers and indirect workers who may move to the city.

Calculation of Revenues, Costs and Net Benefits for the Count y
The model estimates additional revenues, costs and net benefits for the county using the same methodology described for the city relying on county budget data.

Calculation of Revenues for Public Schools
The school district's revenues from property taxes were calculat ed on the new residential prop erty for some new direct and indirect workers who may move to the county and on the firm's property th at will be added to local tax rolls.

However, school district revenues from state and federal funds and other local funding were calculated using an average revenue approach. This approach used the assumpt ion that the school district will collect ab out the same amount of these revenues for each new student in the household of a new worker who may move to the county as it currently collects for each existing student .

Calculation of Costs for Public Schools
A marginal cost approach was used to calculate additional school district costs from the new fi rm and its workers. This approac h uses the assumption that the school district will spend about the same amount for variable or ma rginal cost for each new student as it spends for each existing student.

Calculation of Net Benefits for Public Schools
Net benefits calculated in this analysis are the difference between additional school district revenues over a ten-year period and marginal costs for the school district to provide services to students in the hous eholds of new workers who may move to the county.

The school district's total annual revenues an d expenses to make average revenue and ma rginal costs calculations in this analys is were obtained from the school district's latest annual budget.

Calculation of Property Taxes to be Collected by Countywide Special Taxing Districts
Revenues for countywide special taxing distri cts from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's proper ty that will be added to local tax rolls.

While each of these special taxing districts may incur additional costs from new residents and from the new firm, these additional costs were not calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm fo unded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in New Mexico and more than 30 other states.

In addition, Impact DataSource has prepar ed and customized more than 50 economic impact models for its clients to perform their own analyses of economic developme nt projects. These clients include the Fris co EDC in Texas and the Metro Orlando (Florida) Economic De velopment Commission.

Attachment D

Descartes Labs, Inc.

Sample Affidavit Quarterly Report

Affidavit

Whereas agreed by the Project Participation Agreement (PPA) dated XXX between the City of Santa Fe (City) and Descartes Labs, Inc. (QE), the QE will provide quarterly reports in the form of a signed affidavit indicating how the QE has met the Job Creation Schedule in **Attachment A**, I, Phil Fraher, CEO, of Santa Fe, New Mexico make an oath and say that:

1. As of 9/30/19 the Q/E had fully occupied the facility.

2. See attached schedule of new hires in Q4 2019. The average salary for full-time new hires is $120,000.

3. Certification of Non-Interest: I, Philip Fraher, certify to the City that no member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in the Q/E or any contract or subcontract, or the process thereof, for work to be performed in conjunction with the Project that is the subject of this agreement.

I

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDŒ AND BELIEF.

_____ Date

_____ Phil Fraher, CEO and President of Descartes Labs, Inc.

SUBSCRIBED AND SWORN TO ME

On the _____ day of _____

_____ Notary Public

My commission expires: _____

ITEM # 18-0058

INTERGOVERNMENTAL AGREEMENT
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND
THE CITY OF SANTA FE, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Santa Fe, a municipal corporation of the State of New Mexico ("City"), collectively referred to as the "Parties," with reference to the following facts.

SECTION 1. RECITALS:

WHEREAS, the New Mexico State Legislature enacted Laws 2014, Chapter 63, Section 5, Subsection 33 which appropriated ten million dollars ($10,000,000) to EDD "[f]or economic development projects pursuant to the Local Economic Development Act" (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §§ 5-10-1 through 5-10-13 (2007) ("LEDA"), is to provide "public support for economic development to foster, promote, and enhance local economic development efforts…"; and

WHEREAS, the City has adopted LEDA by Ordinance 2004-42 which established the City's Economic Development Plan that promotes economic development within the City and Ordinances Nos. 2008-42 and 2018-4 amending the Economic Development Plan Ordinance; and

WHEREAS, the City has adopted Ordinance No. 2018-2 ("Ordinance") to approve the economic development project ("Project") to secure the expansion of Descartes Labs, Inc., a Delaware corporation ("Descartes") within the City; and

WHEREAS, the City has entered into a Local Economic Development Project Participation Agreement ("PPA") with Descartes Labs, Inc. and, pursuant to the terms of that PPA, Descartes Labs, Inc. will provide a substantive contribution in exchange for the public contribution. A copy of the PPA and any amendments are attached hereto as **Exhibit A**; and

WHEREAS, the EDD and the City desire to enter into this Agreement to facilitate disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City to oversee and administer the appropriation for the Project. It is the intent of the Parties that the EDD will transfer an amount not to exceed Seven Hundred Thousand Dollars ($700,000.00) (the "Funds") from the Appropriation to the City for expenditures made to implement the Project. The Parties agree that any and all State Funds received by the City will be accounted for by the City as the fiscal agent for the EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the Project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the appropriation supporting the Project. EDD will transfer an amount not to exceed Seven Hundred Thousand Dollars ($700,000.00)

from the Appropriation to the City for expenditures made to implement the Project, pursuant to the LEDA statutes. In exchange for the appropriation, Descartes Labs, Inc. will create 50-70 new jobs and contribute up to Four Million Two Hundred Nine Thousand Dollars ($4,209,000) in capital investment within five years after the execution of this Agreement. On June 30, 2017, Descartes' starting headcount was 20 full-time jobs, so the starting headcount for this Project is the net jobs above 20 jobs. The EDD expressly agrees that "new" jobs are those jobs created by Descartes on or after July 1, 2017. The City will quarterly review the Project timeline and progress until the five-year anniversary of this Agreement or until the City certifies to the EDD that the requisite Economic Development Goals have been completed to the City's satisfaction or that the EDD contribution of no greater than $700,000 in Funds has been reimbursed to EDD. In the event that Descartes Labs, Inc. falls below the hiring target in any given period, reimbursements will be suspended until hiring target is achieved and sustained for at least ninety (90) days.

The EDD and the City agree that failure of Descartes Labs, Inc. to make its required contribution, as defined in the PPA, will result in a violation of the terms and conditions of the PPA. Such violation, after any cure period granted, will require that the City foreclose on the security interest. All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement by reference. All state funds recaptured from Descartes by the City shall be returned to EDD within 60 days.

SECTION 4. CITY OF SANTA FE RESPONSIBILITIES:

The City shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to the City. The City shall notify the EDD in

writing of any default by Descartes Labs, Inc. within 30-60 days of the event of default, as defined in the PPA ("Default");

2. Serve as fiscal agent for the Funds transferred to it under this Agreement;

3. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:

   a. Account for receipts and disbursements of reimbursed Funds;

   b. Provide the EDD with the required financial documentation pertaining to this disbursement; and

   c. Submit all required and reasonably requested documentation to the EDD, including the endorsed LEDA Ordinance approved by the City Council accepting the Project for Descartes as a qualifying entity pursuant to LEDA. Such documentation shall include a fully executed copy of the Descartes Labs' security interest, and copies of invoices and other documentation as required by the EDD within the time required; and

4. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of Funds described in this Agreement; and

5. Monitor job creation by Descartes Labs, Inc. and report the number of jobs created each quarter to EDD for a period of five years after this Agreement has been fully executed . Quarterly reports shall include a copy of FORM ES-903 (or any form substituted therefore by the State) provided by

Descartes Labs, Inc. to the City, on file with the New Mexico Department of Workforce Solutions.

The Parties have created a schedule as listed in Attachment A of the PPA, which is hereby incorporated into this Agreement and made a part hereof by this reference as though set forth in full.

SECTION 5. CITY CERTIFICATIONS:

As fiscal agent, the City hereby assures and certifies that:

1. It will comply with all applicable State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds;
2. It has the legal authority to receive and expend the funds;
3. It will enforce the provisions of Ordinance No. 2018-2 approving the Project;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long-term economic development benefits;
5. It will provide the EDD documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of reports and documentation it receives from Descartes;
6. It has entered into a PPA and has obtained all financial documentation necessary to protect the City's and the State's investments in this project;

7. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work, stated above;

8. It will notify the EDD of any Default within 60 days of an event of Default. Further, the City shall provide the opportunity for any Default to be cured by Descartes Labs, Inc., in accordance with the PPA prior to termination thereof;

9. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall require Descartes to incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. Transfer an amount not to exceed Seven Hundred Thousand Dollars ($700,000.00) from the Appropriation to the City for expenditures made to implement the Project; and

2. At the EDD's discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when Descartes Labs, Inc. documents to the City's satisfaction that the required Economic and Development Goals, as defined in the PPA, have been satisfied, or until the PPA is otherwise terminated or expires, whichever occurs earlier.

SECTION 8. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.* The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.

2. The City Finance Department shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for

the Project, the purposes for which such funds were used, and such other records as the EDD may require.

3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus Funds are possessed by the City, the City shall return said Funds to the EDD for disposition in accordance with law

SECTION 10. STRICT ACCOUNTABILITY:

The City Finance Department shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit to the EDD the quarterly employment report in the form of an affidavit signed by an officer of Descartes Labs, Inc., which Descartes Labs, Inc. is required to submit quarterly to the City. The City Office of Economic Development shall submit to the EDD the quarterly reports that Descartes Labs, Inc. is required to submit to the City, including copies of Form ES-903 (or any form substituted therefor by the State), filed by Descartes Labs, Inc. with the New Mexico Department of Workforce Solutions. The City Office of Economic Development shall submit to the EDD a final report respecting direct and indirect job creation and retention attributable to the State appropriation on or before the termination of this Agreement. The Final Report shall contain a description of work accomplished, the methods and procedures used, a detailed

budget breakdown of expenditures, a description of any problems or delays encountered and the reasons therefore, and such other information as may be requested by the EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in person, by courier service, or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

If to the EDD:

Attn: Juan Torres
NM Economic Development Department
Financial Development Team Leader
Joseph Montoya Building
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Juan.torres@state.nm.us

If to the City:

Attn: Matthew Brown
Director, Office of Economic Development
500 Market Station, Suite 200
Santa Fe, New Mexico 87504
mpbrown@ci.santa-fe.nm.us

SECTION 13. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature affixed below.

CITY OF SANTA FE:

Javier M. Gonzales, Mayor

ATTEST:

Yolanda Y. Vigil, City Clerk
CC mtg. 1/10/18

APPROVED AS TO FORM:

Kelley A. Brennan, City Attorney

Approved:

1/23/18
Adam Johnson, Finance Director

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By:

Matthew Geisel, Cabinet Secretary

Date: 2/Feb/2018

By:

David Mathews

Its: General Counsel, certifying legal sufficiency

Attachment F

Descartes Labs, Inc.

LEDA Disbursement Schedule

Date	Disbursement Amount	Disbursement Performance Milestone
June 30, 2018	$420,000 (State - $400,000; City - $20,000)	Obtain Certificate of Occupancy
June 30, 2019	$120,000 (State - $90,000; City - $30,000)	Hire 36 additional employees for a total Headcount of 56.
June 30, 2022	$50,000 (City)	Hire 45 additional employees for a total Headcount of 65.
January 1, 2023	$10,000 (State)	Maintain a total of 70 total headcount for 6 months and complete an end of project review.
BONUS	$10,000 per emplo yee up to a total of $200,000 (State)	Every new employee over a total headcount of 70 maintained in position for 6 months prior to June 30, 2024

FIR No. 3252

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s):
DECARTES LABS LEDA LOAN PPA.
DECARTES LABS AMENDED LEDA PPA.

Sponsor(s): Mayor Webber, Councilor Cassutt-Sanchez

Revie wing Department(s): Economic Development

Staff Completing FIR: Fabian Trujillo Date: May 19, 2020 Phone: 505-955-6912

Revie wed by City Attorney: _____ Date: May 22, 2020

Revie wed by Finance Director: Mary McCoy Date: May 22, 2020

Summary:

The City Council approved project Ordinance No. 2018-2 on January 10, 2018 for a public investment of $800.00 to Descartes Labs, Inc. for a new world headquarters. Descartes Labs agreed to create 50 new high paying jobs and a minimum capital investment of $4.2 million over ten years. As of December 31, 2019, Descartes labs created 75 jobs with an approximate annual payroll of $9 million and a capital investment of $3.1 million. Descartes labs was on track to earn their bonus investment of $200.000 from the $800.000 for creating a bonus 20 jobs for a total of 70 new jobs. Covid 19 shattered that progress and forced Descartes to lay off approximately 12 employees with more layoffs and potential closure of its facilities in Santa Fe projected in the future without financial assistance.

The Bills under consideration will provide Descartes Labs with the financial assistance needed to survive and recover Covid 19. The city would loan Descartes Labs $750,000 for lease payments at a zero interest as part of the NM EDD Covid 19 LEDA loan program under the LEDA Loan ordinance. The City would be the fiscal agent to loan and administer the state monies to Descartes Labs for a period of two years. In return for the zero interest loan, Descartes Labs would maintain a minimum employee base of 56 people and a minimum annual payroll of $7,560,000. The loan would repayable in full in two years. The loan will be securitized with a second lien on fixed assets owned by Descartes Labs. If Descartes meets 80% of the monthly payroll obligation, the loan rate will escalate from zero to 6%. If the payroll falls to 70%, then the loan will be immediately due and payable. The PPA will be retroactive to April 1, 2020 to assist with the negative impacts of COVID 19.

The amended and restated PPA is to amend the PPA approved by project Ordinance 2018-2. The goals of the PPA will be delayed for two years. The PPA will require Descartes to minimum of 56 employees, delay the reimburse of the remaining $60,000 investment of state and city monies and amend the average minimum annual salary from $140,000 to $110,000 for new employees hired after the delay. Descartes would then resume their requirements to create 50 new jobs. They would also be required to finish their capital investment requirement of $4.2 million in equipment, tenant improvements, and lease payments. Descartes Labs is on track to invest $5.5 million in capital investment upon the termination of the PPA. The remaining $200,000 of state monies will be reimbursed upon creation of 20 bonus jobs and an employee base of 90 employees. The 90 employees must also be retained for six months. Descartes total fiscal impact to the State, City, County, Santa Fe Community College and Santa Fe Public School District is estimated to generate $55,802,249 in net benefits. Of this, approximately $19,341,579 will be generated in the City of Santa Fe.

Departments Affected:
The Office of Economic Development, City Attorney's Office , and Finance Department.

Consequences of Not Enacting Legislation:
The consequences of not enacting both Bills will result in Descartes laying off people and possible closure. The closure of Descartes would result in the loss of a minimum of 56 jobs and a minimum annual payroll of approximately $7.5 million. Descartes is an anchor in the high tech industry cluster in Santa Fe. The closure of Descartes Labs will reduce the diversity in the Santa Fe economic base. The City should reasonably expect to lose $19.3 million in net benefits in the form of gross receipts taxes, property taxes, lodgers' taxes, utility fees, and other revenues estimated by the operations of Descartes Labs identified in Economic Impact Analysis in Attachment C of the project participation loan agreement.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Descartes Labs, Inc. expanded their operations in 2018. They redeveloped an existing building in the historic district and created a world headquarters. This headquarters building allowed them to attract world-class highly skilled talent to work in Santa Fe. Their proprietary software is being utilized by the State of New Mexico to research and combat the negative impacts of COVID-19. Additionally, their software is utilized to assist with research and development to predict changes in natural resources. They currently employ a minimum of 56 people in Santa Fe. Descartes Labs creates economic base jobs. Software development is considered manufacturing if 51% of their customers are outside of New Mexico. Both PPAs will continue to deepen Descartes Labs commitment to Santa Fe. The loan and amendment will allow Descartes to restart their expansion and complete the expansion with the hiring of the remaining 14-34 new employees with an average annual wage of $110,000 per year.

Fiscal Implications:
The fiscal implications from this project impacts the Santa Fe economy and the City's budget. According to the Economic Impact Analysis in Attachment C of the PPLA, the EIA estimates that Descartes will generate approximately $19.3 million in new revenues for the City from Descartes existing operations. This equates to approximately $193,000 per year. The state will loan Descartes $728,000 for two years and will be repaid in FY 2023-2024. The original investment approved in 2018 would continue and culminate in FY 2023-2024 with an investment of $260,000. Therefore, for an investment of $260,000 and a loan of $728,000, the city will realize recurring revenue over ten years of $19.3 million or $193,000 per year. Therefore, the investment would be positive for the City revenues and the Santa Fe economy.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2020-2021	FYE 2021-2022	FYE 22-23 and 23-24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	4-Year Total Cost
Personnel and	$10,000	$10,000	$20,000	N	R	100	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$ 364,000	$414,000	$938,000		NR	212	
Professional Services							
Operating	$	$	$				$
Total:	$ 374,000	$424,000	$958,000				$1,756,000

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Existing personnel will absorb the costs of administering both Project Participation Agreements. The disburse ment schedule of public monies for both agreements will be accomplished in the following manner going forward: FY 2020-2021 - $364,000, FY 2021-2022 - $414,000, FY 2022 -2023 - $10,000 and FY 2023 -2024 – $928,000. In FY 2023 -2024, Descartes will repay the zero interest lo an and the city will reimburse the loan proceeds to the NM LEDA Fund. Descartes will be disbursed the mo nies when they meet the job creation, payroll and construction goals identified in the PPA and PPLA if the mo nies are securitize

Revenue

Revenue Type	FYE 20-21	FYE 23-24	FYE	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$728,000	$928,000	$	NR	212
Total	$728,000	$928,000	$		

Revenue Narrative:

In FY 2020/2021, the city would receive $728,000 in revenues from the state NM LEDA Fund for a zero interest loan. The city would receive $200,000 in FY 2023-2024 from the NMEDD fund for the bonus jobs identified in the PPA and $728,000 from Descartes Labs for repayment of the zero interest loan for total revenue of $928,000.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
General Government/Office of Economic Development	5/14/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants & Services	2122800	510400	ED21219K	375,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Economic Development Dept	212800	490195		(375,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

For FY 20/21

Zero percent Economic Development loan for Descartes Labs durig COVID-19 to use for lease payments. Funds will be provided by the State of New Mexico Economic Developmet Department in FY 20/21. Total loan amount is $750,000.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
212	375,000
TOTAL:	**375,000**

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Jessica Sandov al — Prepared By *{print name}* — 05/14/2020 Date

Division Director Signature *{optional}* — Date

Richard Brown — Department Director Signature — 5/28/20 Date

Budget Officer — Date

Finance Director *{ ≤ $5,000}* — Date

City Manager *{ ≤ $60,000}* — Date

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
General Government/Office of Economic Development	5/14/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants & Services	2122800	510400	ED21219K	375,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Economic Development Dept	212800	490195		(375,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

For FY 20/21

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{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
212	375,000
TOTAL:	**375,000**

Jessica Sandov al — 05/14/2020
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Richard Brown — 5/28/20
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andrew J Hopkins
Andrew J Hopkins (Jun 17, 2020 13:13 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/03/2020
FOR CITY COUNCIL MEETING OF 07/08/2020

ISSUE:

a. Consideration of Bill No. 2020-__: An Ordinance Amending Section 5-13.3 to Correct a Reference Citation. (Councilor Lindell) (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 505-955-6518)

Committee Review:
Public Works and Utilities: 06/08/2020
City Council (request to publish) (scheduled): 6/10/20
Finance Committee (scheduled): 6/15/20
City Council (public hearing) (scheduled): 7/8/20

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body (scheduled): 06/10/2020
Public Works and Utilities: 06/08/2020
Finance Committee (scheduled): 6/15/2020

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY
Bill No. 2020-__
Dog Park Reference Fix

SPONSOR(S): Councilor Li ndell

SUMMARY: Subsection 5-13.3(B) regarding the disposal of pet waste refers to a subsection that was repealed in 2004. This Bill amends that subsection reference to the correct subsection.

PREPARED BY: Jesse Guillen, Legislative Liaison

FISCAL IMPACT: None

DATE: May 27, 2020

ATTACHMENTS: Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Signe I. Lindell

AN ORDINANCE

AMENDING SECTION 5-13.3 TO CORRECT A REFERENCE CITATION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 5-13.3 of SFCC 1987 (being Ord. No. 1999-26, § 6,) is amended to read:

5-13.3 Applicability.

A. All persons wishing to run their dogs off-leash (except on their own premises) must do so within the established limits and boundaries of an official city designated dog park. It is the intent of this section for the city to designate enough dog parks that dog owners may walk to them and to not unduly impact any one (1) dog park.

B. Protocol for the users of dog parks or areas shall include, but not be limited to the following:

(1) People must clean up after their pets and dispose of all feces left by their dog in accordance with subsection [~~5-7.14~~] 5-7.6 SFCC 1987.

(2) No aggressive dogs shall be allowed. Dogs showing aggression

underscored material = new [bracketed material] = delete

towards people or other dogs must be immediately leashed and removed from the dog park. If a person continues to bring an aggressive dog to a dog park, such individual shall be cited in accordance with subsection 5-5.3 SFCC 1987.

(3) Dogs must be wearing up-to-date rabies vaccination and city license tags at all times.

(4) Dog owners or those having charge or custody of a dog are legally responsible for their dogs and any injuries caused by their dogs. Under no circumstances shall the city assume any liability for the actions of dogs or their owners.

(5) People must remain with their dogs in the dog park, and must keep their dog in sight and must carry a leash at all times.

(6) Leaving dogs unattended is absolutely prohibited. Dogs must be leashed before entering and leaving the dog park.

(7) With the exception of puppies under five (5) months of age, all dogs using the dog park should be spayed or neutered. No dogs in heat are allowed in the dog park.

(8) A limit of three (3) dogs per person per visit.

(9) Young children must be closely supervised.

(10) People must not permit their dogs to dig or to unduly disturb the terrain or vegetation. Any holes created by an individual's dog must be filled by that person.

(11) Professional dog trainers may not use this facility for the conduct of their business.

C. The governing body is authorized to designate a dog park or to rescind such designation.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Dog Park Reference Fix

FIR No. 3253

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Dog Park Reference Fix

Sponsor(s): Councilor Lindell

Revie wing Department(s): Legislative Services

Staff Completing FIR: Jesse Guillen Date: 5/14/20 Phone: 955-6518

Revie wed by City Attorney: _____ Date: May 28, 2020

Revie wed by Finance Director: Mary McCoy Date: May 28, 2020

Summary:
Subsection 5-13.3(B) regarding the disposal of pet waste refers to a subsection that was repealed in 2004. This Bill amends that subsection to reference the correct subsection.

Departments Affected:
Parks and Recreation, Police Department (Animal Services) .

Consequences of Not Enacting Legislation:
There will continue to be an inaccurate citation in Section 5-13.3 which creates confusion for the public and the inability of enforcement officers to issue accurate citations.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
City enforcement will be able to cite to the correct section of Chapter V.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$	$	$				
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Dog Park Reference Fix (For Signature)

Final Audit Report 2020-05-28

Created:	2020-05-28
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoM3m7m8VsRM1A0kSC9HEh8n7U8bDv2Fq

"Dog Park Reference Fix (For Signature)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-05-28 - 3:15:04 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-05-28 - 3:16:09 PM GMT

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-05-28 - 3:16:09 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-05-28 - 3:22:16 PM GMT- IP address: 23.103.200.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-05-28 - 3:22:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-05-28 - 3:31:07 PM GMT- IP address: 23.103.201.254

Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-05-28 - 3:49:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Erin McSherry (ekmcsherry@santafenm.gov), Mary McCoy (mtmccoy@santafenm.gov) and Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-05-28 - 3:49:00 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

---

ACTION REQUESTED:
Review and approve the following contracts:

A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: $799,810)
B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: $950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	**$ 27,000.00**
COMING HOME CONNECTION	3201891	6128	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	**$ 90,000.00**
HOMEWISE	3201894	2481	2402750	510500	**$ 200,000.00**
HOUSING TRUST	3201895	1570	2402750	510500	**$ 150,000.00**
INTERFAITH SHELTER	3201896	3783	2402750	510400	**$ 30,000.00**
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	**$ 100,000.00**
YOUTH SHELTERS	3201898	1624	2402750	510400	**$ 15,000.00**
YOUTH SHELTERS	3201899	1624	2402750	510500	**$ 25,000.00**
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	**$ 80,000.00**
NM INTERFAITH HOUSING	3201909		2402750	510500	**$ 200,000.00**
SF RECOVERY CENTER	3201902	2761	2402750	510500	**$ 50,000.00**
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	**$ 200,000.00**
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	**$ 140,000.00**
YOUTHWORKS	3201906	2400	2402750	510500	**$ 40,000.00**
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	**$ 60,000.00**
NMCEH	3201908	2084	1002750	510500	**$180,000.00**

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City's Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing's General Fund's set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	**Subrecipient**	**Entitlement Funds (EN)***	**Program Income (PI)****	**Total Funding Amount**
Mortgage Principal Reduction	Housing Trust	$150,000	$50,000	**$200,000**
	Homewise	$200,000	$150,000	**$350,000**
Home Improvement	Habitat for Humanity	$90,000	0	**$90,000**
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	$100,000	n/a	**$100,000**
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	$25,000	n/a	**$25,000**
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	$27,000	n/a	**$27,000**
	Interfaith Shelter (Womens' Summer Safe Haven)	$30,000	n/a	**$30,000**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$15,000	n/a	**$15,000**
	Casa Cielo End of Life Care	20,000	n/a	**20,000**
Program Administration (Cap @20% of $614,053)		$122,810	n/a	**$122,810**
Total CDBG EN (+ reprogrammed prior year funds)		**$779,810.00**	**$200,000.00**	**$999,810.00**

* The City's entitlement grant for 2020 = $614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	**Qualified Grantee**	**Grant Funds**	**Program Income (PI)**	**Total Funding Amount**
Mortgage Principal Reduction	Habitat for Humanity	$80,000	$0.00	**$80,000**
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	$200,000	n/a	**$200,000**
	NM Interfaith Housing Corp (Siler Yards)	$200,000	n/a	**$200,000**
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	$140,000	n/a	**$140,000**
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	$50,000	n/a	**$50,000**
	Youthworks (Shelter Now)	$40,000	n/a	**$40,000**
	SFPS – Adelante	$60,000	n/a	**$60,000**
	NM Coalition to End Homelessness	$180,000	n/a	**$180,000**
Total (AHTF & General Fund)		**$950,000**	**$0.00**	**$950,000.00**
TOTAL AFFORDABLE HOUSING FUNDING		**1,729,810.00**	**$200,000.00**	**$1,929,810.00**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201893**

Contractor: **Santa Fe Habitat For Humanity**

Description: **Agreement provides funding for repair to owner occupied, single family homes for residents of the City of Santa Fe whose incomes are at or below 60% AMI...**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **6/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $90,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term, 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/16/P**

Fran Dunaway (Jun 12, 2020 10:57 MDT) _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero (Jun 12, 2020 10:42 MDT) _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Habitat For Humanity

Procurement Title: 20/16/P (CDBG)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jun 12, 2020 10:57 MDT)

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

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

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$90,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Habitat For Humanity	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This contract delivers services for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows: Provide rehabilitation of an approximate minimum of thirty (30) single-family homes for households below 60% AMI. This is one-time commitment of funds for an ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This procurement is aligned with requirements of the City's CDBG entitlement funding. If grant funds are not drawn, the City will jeopardize compliance with its grant agreement with HUD.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No, these housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Without the housing programs/projects/services funded through this contract, the low-mod income residents of Santa Fe will have limited access to housing and community development opportunities.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

These are federal grant funds, the expenditure of which does not affect the City's budget. These funds are used to leverage additional complementary funding sources to support housing programs/projects/services in our community.

Fran Dunaway (Jun 12, 2020 10:57 MDT)	Alexis Lotero (Jun 12, 2020 10:42 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE HABITAT FOR HUMANITY
DBA: SANTA FE HABITAT FOR HUMANITY

Business Location: 2520 CAMINO ENTRADA A
SANTA FE, NM 87507

CRS Number: 02070960009

Owner: SANTA FE HABITAT FOR HUMANITY

License Number: 225494

License Type: Business License - Renewable

Issued Date: February 25, 2020

Classification: Contractor - General

Expiration Date: December 31, 2020

Fees Paid: $35.00

SANTA FE HABITAT FOR HUMANITY
2520 CAMINO ENTRADA A
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

SANTFEH-02 LQUINTANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2020

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 License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Santa Fe Habitat for Humanity 2414 Cerrillos Rd. Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : New Mexico Security Insurance Company 15349 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		69560111	4/1/2020	4/1/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

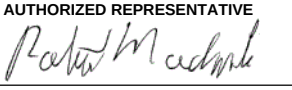
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Lockton Affinity, LLC P.O. Box 873401 Kansas City, MO 64187-3401	CONTACT NAME: PHONE (A/C No.Ext): 888-553-9002 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Santa Fe Habitat for Humanity 2520 Camino Entrada, Ste A Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC INSURER-A: ACE American Insurance Co. — 22667 INSURER-B: INSURER-C: INSURER-D: INSURER-E: INSURER-F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		GL1065365-20	04/01/2020	04/01/2021	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS MADE X OCCUR						MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$ 2,000,000
	X POLICY							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per Person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS MADE						AGGREGATE	$
	DED / RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N						WC STATU-TORY LIMITS / OTH-ER	
	OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	(MANDATORY IN NH) If yes, describe under						E.L. DISEASE – EA EMPLOYEE	$
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE – POLICY LIMIT	$

CERTIFICATE HOLDER

City of Santa Fe - HCDD/Affordable Housing
P.O. Box 909,
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Patti D. Stanley

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME: Lockton Affinity, LLC	
Lockton Affinity, LLC P. O. Box 873401 Kansas City, MO 64187-3401	PHONE (A/C, No, Ext): 888-553-9002	FAX (A/C, No): 913-652-3967
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B : Westchester Fire Ins. Co.	10030
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Santa Fe Habitat for Humanity
2520 Camino Entrada
Ste A
Santa Fe, NM 87507

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	Directors & Officers			DO1065365-20	04/01/2020	04/01/2021	Limit	$1,000,000

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

CERTIFICATE HOLDER

1065365

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patti D. Otanez

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CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2020 by and between the City of Santa Fe, a municipal corporation, (the "City") and Santa Fe Habitat For Humanity (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Provide rehabilitation services for a minimum of twenty (20) owner-occupied homes for households with incomes below 80% AMI. Maximum assistance per household is $14,000.

B. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, address of home and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

A. Benefit low/moderate income persons.

B. Benefit extremely low income persons.

C. Benefit homeless and elderly persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of

time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the

Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than

fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed ninety thousand dollars ($90,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($90,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Invoice must include documentation of staff costs incurred, including time sheets or payroll reports showing amount of staff time paid by CDBG funds.

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

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: Program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative

Regulations of the CDBG program.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The New Mexico Community Foundation will act as Coming Home's Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this

Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records

necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG

funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative

agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age,

religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the

performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Santa Fe Habitat For Humanity
2520 Camino Entrada Ste A
Santa Fe, NM 87507

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property

which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient’s period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with

Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI PROFESSIONAL LIABILITY INSURANCE.

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

XXXII. OTHER INSURANCE

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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 insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever

arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part

200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq*.;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq*., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq*.), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq*.), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative

of its commitments under the above-referenced “Section 3” clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced “Section 3” clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement. .

LII. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. 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.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

SUBRECIPIENT:
SANTA FE HABITAT FOR HUMANITY

_____
KURT KRAHN
EXECUTIVE DIRECTOR
DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No. 01-505902-00-2
City of Santa Fe Business Registration No. 67971

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2402750.510500_____
BUSINESS UNIT/LINE ITEM

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Santa Fe Habitat For Humanity) – (Home Repair)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$90,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)				**$31,200**
				$
Total of all funding sources				**$121,200**

The following chart details how the secured funding amount will support the various aspects of (Santa Fe Habitat For Humanity) (Home Repair).

Cost	CDBG Allocation
	$90,000
Cost	Private Leveraged Funds
Other	$31,200
Total	$121,200

2020 05 12 SF Habitat $90000 Home Repair

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARQuwG4rqeB6R7b79GdkG4yFuoob2HZn-

"2020 05 12 SF Habitat $90000 Home Repair" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:51:52 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:52:25 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:06:21 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 3:07:07 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 3:07:07 PM GMT

REQUEST FOR WAIVER OF INSURANCE

Date: 05/13/2020 **Division/department:** Office of Affordable Housing

Project manager: Home Repair **Phone:** 955-6421

Requested for: Waiver of Professional Liability coverage

☐ **General liability** ☐ **Auto liability** ☐ **Professional liability**

☐ **Workers compensation (Mandatory unless sole proprietor)** ☐ **Other insurance**

Scope of services: Provide rehabilitation services for a minimum of 20 owner-occupied homes for households with incomes below 80% AMI. Maximum assistance per household is $14,000

Why the request for waiver: This is a repair program, therefore they cannot purchase Professional Liability Coverage

Division evaluation of risk:

What is the term and annual dollar amount of the contract:	1 Year term - $90,000	
Is our standard contract being used:	☐ Yes	☐ No
Was the contractor asked if they carry insurance:	☐ Yes	☐ No
Is there construction/demolition:	☐ Yes	☐ No
Is there potential for bodily injury or property damage:	☐ Yes	☐ No
Are crowds or children likely to be involved:	☐ Yes	☐ No
Will the contractor be working on site in the City:	☐ Yes	☐ No
Is the contractor a professional (licensed, certified):	☐ Yes	☐ No
Will the City rely on information to make future decisions:	☐ Yes	☐ No
Could poor, non-performance or the product cause loss:	☐ Yes	☐ No
Office of Risk Management recommendation:	☐ **Yes**	☐ **No**

Melanie Lovato
Melanie Lovato (May 19, 2020 13:23 MDT)

☐ **Insurance Waiver Approved** ☐ **Insurance Waiver Not Approved**

Jarel LaPan Hill
Jarel LaPan Hill (May 19, 2020 15:34 MDT)

Jarel LaPan Hill, City Manager **Date**

Certificate of Insurance Wavier

Final Audit Report 2020-05-19

Created:	2020-05-19
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFiY0wYmH3MZZPRYLPFUHPCr4u49ajwjR

"Certificate of Insurance Wavier" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2020-05-19 - 8:32:44 PM GMT- IP address: 63.232.20.2

Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature
2020-05-19 - 8:33:17 PM GMT

Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
2020-05-19 - 9:33:59 PM GMT- IP address: 23.103.200.254

Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
Signature Date: 2020-05-19 - 9:34:19 PM GMT - Time Source: server- IP address: 73.26.163.62

Signed document emailed to Roberta Catanach (rlcatanach@ci.santa-fe.nm.us) and Jarel LaPan Hill (jlapanhill@santafenm.gov)
2020-05-19 - 9:34:19 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

---

ACTION REQUESTED:
Review and approve the following contracts:

A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: $799,810)
B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: $950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	**$ 27,000.00**
COMING HOME CONNECTION	3201891	6128	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	**$ 90,000.00**
HOMEWISE	3201894	2481	2402750	510500	**$ 200,000.00**
HOUSING TRUST	3201895	1570	2402750	510500	**$ 150,000.00**
INTERFAITH SHELTER	3201896	3783	2402750	510400	**$ 30,000.00**
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	**$ 100,000.00**
YOUTH SHELTERS	3201898	1624	2402750	510400	**$ 15,000.00**
YOUTH SHELTERS	3201899	1624	2402750	510500	**$ 25,000.00**
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	**$ 80,000.00**
NM INTERFAITH HOUSING	3201909		2402750	510500	**$ 200,000.00**
SF RECOVERY CENTER	3201902	2761	2402750	510500	**$ 50,000.00**
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	**$ 200,000.00**
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	**$ 140,000.00**
YOUTHWORKS	3201906	2400	2402750	510500	**$ 40,000.00**
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	**$ 60,000.00**
NMCEH	3201908	2084	1002750	510500	**$180,000.00**

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City's Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing's General Fund's set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	**Subrecipient**	**Entitlement Funds (EN)***	**Program Income (PI)****	**Total Funding Amount**
Mortgage Principal Reduction	Housing Trust	$150,000	$50,000	**$200,000**
	Homewise	$200,000	$150,000	**$350,000**
Home Improvement	Habitat for Humanity	$90,000	0	**$90,000**
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	$100,000	n/a	**$100,000**
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	$25,000	n/a	**$25,000**
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	$27,000	n/a	**$27,000**
	Interfaith Shelter (Womens' Summer Safe Haven)	$30,000	n/a	**$30,000**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$15,000	n/a	**$15,000**
	Casa Cielo End of Life Care	20,000	n/a	**20,000**
Program Administration (Cap @20% of $614,053)		$122,810	n/a	**$122,810**
Total CDBG EN (+ reprogrammed prior year funds)		**$779,810.00**	**$200,000.00**	**$999,810.00**

* The City's entitlement grant for 2020 = $614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	**Qualified Grantee**	**Grant Funds**	**Program Income (PI)**	**Total Funding Amount**
Mortgage Principal Reduction	Habitat for Humanity	$80,000	$0.00	**$80,000**
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	$200,000	n/a	**$200,000**
	NM Interfaith Housing Corp (Siler Yards)	$200,000	n/a	**$200,000**
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	$140,000	n/a	**$140,000**
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	$50,000	n/a	**$50,000**
	Youthworks (Shelter Now)	$40,000	n/a	**$40,000**
	SFPS – Adelante	$60,000	n/a	**$60,000**
	NM Coalition to End Homelessness	$180,000	n/a	**$180,000**
Total (AHTF & General Fund)		**$950,000**	**$0.00**	**$950,000.00**
TOTAL AFFORDABLE HOUSING FUNDING		**1,729,810.00**	**$200,000.00**	**$1,929,810.00**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201896**

Contractor: **Interfaith Community Shelter Group, Inc.**

Description: **Agreement provides funding for staffing for support services/emergency shelter: Women's Summer Safe Haven, a hospitable shelter and food to chronically homeless women & children...**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **6/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $30,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term, 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/16/P**

Fran Dunaway (Jun 12, 2020 11:06 MDT) 6/12/20

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510400**

Alexis Lotero (Jun 11, 2020 14:37 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Shelter Group, Inc.

Procurement Title: 20/16/P (CDBG)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

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

Fran Dunaway (Jun 12, 2020 11:06 MDT)

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

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$30,000	Munis Fund Number:	240
Vendor Name:	Interfaith Community Shelter Group, Inc.	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510400

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.
This contract delivers services for a public service project that serves the homeless and low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows: Funding will support 30% of the cost of nightly staffing at the Women's Summer Safe Haven Shelter which is open between mid-May through October -a minimum of one hundred and sixty (160) ELI women will be served at the facility. This is one-time commitment of funds for an ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.
This procurement is aligned with requirements of the City's CDBG entitlement funding. If grant funds are not drawn, the City will jeopardize compliance with its grant agreement with HUD.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No, these housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.
Without the housing programs/projects/services funded through this contract, the low-mod income residents of Santa Fe will have limited access to housing and community development opportunities.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?
These are federal grant funds, the expenditure of which does not affect the City's budget. These funds are used to leverage additional complementary funding sources to support housing programs/projects/services in our community.

Fran Dunaway, CPO 6/12/20 Fran Dunaway (Jun 12, 2020 11:06 MDT)	Alexis Lotero Alexis Lotero (Jun 11, 2020 14:37 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2020

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 License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		PHPK2038817	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2038817	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB694195	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		63790.111	11/1/2019	11/1/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liab			PHPK2038817	11/1/2019	11/1/2020	Each Occurrence	1,000,000
A	Professional Liab			PHPK2038817	11/1/2019	11/1/2020	Aggregate	2,000,000

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

.

SEE ATTACHED ACORD 101

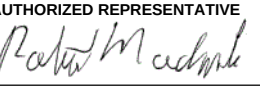
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: INTECOM-09 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. **b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

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

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

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

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

(a) 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;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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

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

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

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

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

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

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

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

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, except when:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

   (1) Any insured; or

   (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

Owner: KENNETH SEMAON

License Number: 222294

Issued Date: March 11, 2020

Expiration Date: December 31, 2020

CRS Number: 03113253007

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
POO BOX 22653
SANTA FE, NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2020 by and between the City of Santa Fe, a municipal corporation, (the "City") and Interfaith Community Shelter Group, Inc (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for a public service project that serves the homeless and low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Funding will support 30% of the cost of nightly staffing at the Women's Summer Safe Haven Shelter which is open between mid-May through October. A minimum of one hundred and sixty (160) ELI women will be served at the facility.

B. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

A. Benefit low/moderate income persons.

B. Benefit extremely low income persons.

C. Benefit homeless and elderly persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial

statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed thirty thousand dollars ($30,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($30,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Invoice must include documentation of staff costs incurred, including time sheets or payroll reports showing amount of staff time paid by CDBG funds.

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

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: Program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The New Mexico Community Foundation will act as Coming Home's Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which

clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient

and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and

professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues

making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with

the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid

or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under

this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

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

City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Interfaith Community Shelter Group
PO Box 22653
Santa Fe, NM 87502

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its

articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain

in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient’s period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current

market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part,

if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI PROFESSIONAL LIABILITY INSURANCE.

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

XXXII. OTHER INSURANCE

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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 insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the

performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2

CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq*.;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq*., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq*.), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq*.), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative

of its commitments under the above-referenced “Section 3” clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced “Section 3” clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement. .

LII. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. 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.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

SUBRECIPIENT:
INTERFAITH COMMUNITY SHELTER

_____
JOSEPH JORDAN-BERENIS
EXECUTIVE DIRECTOR
DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No. 03-194010-00-2
City of Santa Fe Business Registration No. 222294

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2402750.510400_____
BUSINESS UNIT/LINE ITEM

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Interfaith) – (Womens Safe Haven)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$30,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)				**$170,994**
				$
Total of all funding sources				**$200,994**

The following chart details how the secured funding amount will support the various aspects of (Interfaith) (Women's Safe Haven).

Cost	CDBG Allocation
	$30,000
Cost	Private Leveraged Funds
Other	$170,994
Total	$200,994

2020 05 12 Interfaith Womens Safe Haven $30000

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjQh0wsYJ9XCexrP_ibnpStI1nSC36lfP

"2020 05 12 Interfaith Womens Safe Haven $30000" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:50:04 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:50:21 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:04:05 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 3:04:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 3:04:16 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

---

ACTION REQUESTED:
Review and approve the following contracts:

A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: $799,810)
B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: $950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	**$ 27,000.00**
COMING HOME CONNECTION	3201891	6128	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	**$ 90,000.00**
HOMEWISE	3201894	2481	2402750	510500	**$ 200,000.00**
HOUSING TRUST	3201895	1570	2402750	510500	**$ 150,000.00**
INTERFAITH SHELTER	3201896	3783	2402750	510400	**$ 30,000.00**
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	**$ 100,000.00**
YOUTH SHELTERS	3201898	1624	2402750	510400	**$ 15,000.00**
YOUTH SHELTERS	3201899	1624	2402750	510500	**$ 25,000.00**
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	**$ 80,000.00**
NM INTERFAITH HOUSING	3201909		2402750	510500	**$ 200,000.00**
SF RECOVERY CENTER	3201902	2761	2402750	510500	**$ 50,000.00**
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	**$ 200,000.00**
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	**$ 140,000.00**
YOUTHWORKS	3201906	2400	2402750	510500	**$ 40,000.00**
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	**$ 60,000.00**
NMCEH	3201908	2084	1002750	510500	**$180,000.00**

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City's Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing's General Fund's set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	**Subrecipient**	**Entitlement Funds (EN)***	**Program Income (PI)****	**Total Funding Amount**
Mortgage Principal Reduction	Housing Trust	$150,000	$50,000	**$200,000**
	Homewise	$200,000	$150,000	**$350,000**
Home Improvement	Habitat for Humanity	$90,000	0	**$90,000**
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	$100,000	n/a	**$100,000**
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	$25,000	n/a	**$25,000**
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	$27,000	n/a	**$27,000**
	Interfaith Shelter (Womens' Summer Safe Haven)	$30,000	n/a	**$30,000**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$15,000	n/a	**$15,000**
	Casa Cielo End of Life Care	20,000	n/a	**20,000**
Program Administration (Cap @20% of $614,053)		$122,810	n/a	**$122,810**
Total CDBG EN (+ reprogrammed prior year funds)		**$779,810.00**	**$200,000.00**	**$999,810.00**

* The City's entitlement grant for 2020 = $614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	**Qualified Grantee**	**Grant Funds**	**Program Income (PI)**	**Total Funding Amount**
Mortgage Principal Reduction	Habitat for Humanity	$80,000	$0.00	**$80,000**
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	$200,000	n/a	**$200,000**
	NM Interfaith Housing Corp (Siler Yards)	$200,000	n/a	**$200,000**
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	$140,000	n/a	**$140,000**
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	$50,000	n/a	**$50,000**
	Youthworks (Shelter Now)	$40,000	n/a	**$40,000**
	SFPS – Adelante	$60,000	n/a	**$60,000**
	NM Coalition to End Homelessness	$180,000	n/a	**$180,000**
Total (AHTF & General Fund)		**$950,000**	**$0.00**	**$950,000.00**
TOTAL AFFORDABLE HOUSING FUNDING		**1,729,810.00**	**$200,000.00**	**$1,929,810.00**

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Civic Housing - Siringo Senior Apts Acquisition-Rehab

Procurement Title: 20/16/P (CDBG)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

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

Fran Dunaway (Jun 12, 2020 10:55 MDT)

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201897**

Contractor: **Santa Fe Civic Housing - Siringo Senior Apts Acquisition-Rehab**

Description: **Agreement delivers services for acquisition/rehabilitation funds for the purchase and rehab of a 9 unit complex on Siringo Road currently owned by St. Elizibeth Shelter for its continued use for Affordable Housing...**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **6/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $100,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Agreement is for one-year term, 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/16/P**

Fran Dunaway 6/12/20
Fran Dunaway (Jun 12, 2020 10:55 MDT)

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero
Alexis Lotero (Jun 12, 2020 10:41 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$100,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Civic Housing - Siringo Senior Apts Acquisition-Rehab	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This contract delivers services for acquisition/rehabilitation funds for the purchase and rehab of a 9 unit complex on Siringo Road currently owned by St. Elizibeth Shelter for its continued use for Affordable Housing. Currently 8 of 9 units are leased to tenants requiring affordable housing subsidy and part of the acquisition contract requires the guarantee of continued housing of those residents for 5 years after acquisition. An estimate of $300,000 in deferred maintenance is required for this site. This is one-time commitment of funds for a one-time project program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This procurement is aligned with requirements of the City's CDBG entitlement funding. If grant funds are not drawn, the City will jeopardize compliance with its grant agreement with HUD.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No, these housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Without the housing programs/projects/services funded through this contract, the low-mod income residents of Santa Fe will have limited access to housing and community development opportunities.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

These are federal grant funds, the expenditure of which does not affect the City's budget. These funds are used to leverage additional complementary funding sources to support housing programs/projects/services in our community.

Fran Dunaway, CPO 6/12/20 Fran Dunaway (Jun 12, 2020 10:55 MDT)	Alexis Lotero Alexis Lotero (Jun 12, 2020 10:41 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

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

BUSINESS REGISTRATION

Business Name: SANTA FE CIVIC HOUSING
DBA: SANTA FE CIVIC HOUSING

Business Location: 664 ALTA VISTA ST
SANTA FE , NM 87505

Owner:

License Number: 67971

Issued Date: February 19, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

SANTA FE CIVIC HOUSING
664 ALTA VISTA
SANTA FE , NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/1/2020

RESOSSL-01 BSTIERWALT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2020

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	CONTACT NAME: Barbara Stierwalt
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member 4333 Pan American Fwy NE, Suite A Albuquerque, NM 87107	PHONE (A/C, No, Ext): (505) 247-0444 FAX (A/C, No): E-MAIL ADDRESS: bstierwalt@bbirs.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity Company	23280
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Resolana SF, LLC and Santa Fe Civic Housing Authority
664 Alta Vista Street
Santa Fe, NM 87505

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	X COMMERCIAL GENERAL LIABILITY			ENP 0577624	5/11/2020	5/11/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Professional Liab						Prof Liab	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: RESOSSL-01 BSTIERWALT

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member	Resolana SF, LLC and Santa Fe Civic Housing Authority 664 Alta Vista Street Santa Fe, NM 87505
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

Description of Operations/Locations/Vehicles:
Professional Liability $1,000,000 / $3,000,000

The policies include a blanket additional insured endorsement (or provision) and/or waiver of subrogation endorsement (or provision) that provides additional insured status and/or waiver of subrogation for the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2018

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	CONTACT NAME:	
Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman, Suite 200 Irvine CA 92612	PHONE (A/C, No, Ext): 949-349-9857	FAX (A/C, No): 949-349-9957
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe NM 87504

COVERAGES **CERTIFICATE NUMBER:** 35731549 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		SP4059030	7/1/2018	7/1/2020	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

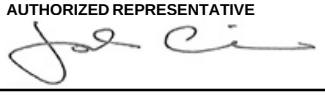
CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2020 by and between the City of Santa Fe, a municipal corporation, (the "City") and Santa Fe Civic Housing Authority Community Shelter Group, Inc (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Funding will be used for the acquisition and rehabilitation of nine (9) units of senior housing for very low income seniors who were previously homeless or at risk of homelessness. Specific deferred maintenance costs for which CDBG funds may be used include upgrades to the interior of units (flooring, appliances, cabinetry), fixtures and HVAC systems, energy efficiency improvements, and exterior improvements (stucco, windows, doors, landscaping, paving and roofing).

B. Contractor will submit three (3) cost proposals detailing the proposed work to the City with a written justification for which proposal is accepted before work commences.

C. Contractor will comply with all federal regulations related to the use of federal funds as applicable (for instance, Davis-Bacon Act, Section 3, Fair Housing Act, lead-based paint regulations, etc.)

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, addresses of assisted homes, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

A. Benefit low/moderate income persons.

B. Benefit extremely low income persons.

C. Benefit homeless and elderly persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs

chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts,

invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed one hundred thousand dollars ($100,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($100,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the**

amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Invoice must include documentation of staff costs incurred, including time sheets or payroll reports showing amount of staff time paid by CDBG funds.

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

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: Program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The New Mexico Community Foundation will act as Coming Home's Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents

at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of

interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and

physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or

Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

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

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Santa Fe Civic Housing Authority
664 Alta Vista St.
Santa Fe, NM 87505

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-

expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this

Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI PROFESSIONAL LIABILITY INSURANCE.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New

Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

XXXII. OTHER INSURANCE

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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 insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No

representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV.ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state

and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited

to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq*.;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq*., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment

and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in

undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq*.), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq*.), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction,

renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the

requirements of “Section 3” of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). “Section 3” requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located”.

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under the above-referenced “Section 3” clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced “Section 3” clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in

the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. 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.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

SUBRECIPIENT:
SANTA FE CIVIC HOUSING AUTHORITY

_____
ED ROMERO
EXECUTIVE DIRECTOR
DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No. 01-505902-00-2
City of Santa Fe Business Registration No. 67971

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2402750.510500_____
BUSINESS UNIT/LINE ITEM

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Santa Fe Civic Housing) – (Siringo Senior Apts)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$100,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)	$300,000	$550,000	$300,000	**$1,150,000**
				$
Total of all funding sources				**$1,250,000**

The following chart details how the secured funding amount will support the various aspects of (Santa Fe Civic Housing Authority) (Siringo Senior Apts).

Cost	CDBG Allocation
	$100,000
Cost	Private Leveraged Funds
Other	$300,000
	$550,000
	$300,000
Total	$1,250,000

2020 05 12 SF Civic housing Siringo Sr. Apt $100000

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA06utuYOH2mVsSgqnuPB6G_RY_ALSdi7f

"2020 05 12 SF Civic housing Siringo Sr. Apt $100000" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:48:52 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:49:10 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:02:45 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 3:02:57 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:02:57 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

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ACTION REQUESTED:
Review and approve the following contracts:

A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: $799,810)
B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: $950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	**$ 27,000.00**
COMING HOME CONNECTION	3201891	6128	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	**$ 90,000.00**
HOMEWISE	3201894	2481	2402750	510500	**$ 200,000.00**
HOUSING TRUST	3201895	1570	2402750	510500	**$ 150,000.00**
INTERFAITH SHELTER	3201896	3783	2402750	510400	**$ 30,000.00**
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	**$ 100,000.00**
YOUTH SHELTERS	3201898	1624	2402750	510400	**$ 15,000.00**
YOUTH SHELTERS	3201899	1624	2402750	510500	**$ 25,000.00**
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	**$ 80,000.00**
NM INTERFAITH HOUSING	3201909		2402750	510500	**$ 200,000.00**
SF RECOVERY CENTER	3201902	2761	2402750	510500	**$ 50,000.00**
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	**$ 200,000.00**
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	**$ 140,000.00**
YOUTHWORKS	3201906	2400	2402750	510500	**$ 40,000.00**
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	**$ 60,000.00**
NMCEH	3201908	2084	1002750	510500	**$180,000.00**

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City's Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing's General Fund's set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	**Subrecipient**	**Entitlement Funds (EN)***	**Program Income (PI)****	**Total Funding Amount**
Mortgage Principal Reduction	Housing Trust	$150,000	$50,000	**$200,000**
	Homewise	$200,000	$150,000	**$350,000**
Home Improvement	Habitat for Humanity	$90,000	0	**$90,000**
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	$100,000	n/a	**$100,000**
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	$25,000	n/a	**$25,000**
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	$27,000	n/a	**$27,000**
	Interfaith Shelter (Womens' Summer Safe Haven)	$30,000	n/a	**$30,000**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$15,000	n/a	**$15,000**
	Casa Cielo End of Life Care	20,000	n/a	**20,000**
Program Administration (Cap @20% of $614,053)		$122,810	n/a	**$122,810**
Total CDBG EN (+ reprogrammed prior year funds)		**$779,810.00**	**$200,000.00**	**$999,810.00**

* The City's entitlement grant for 2020 = $614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	**Qualified Grantee**	**Grant Funds**	**Program Income (PI)**	**Total Funding Amount**
Mortgage Principal Reduction	Habitat for Humanity	$80,000	$0.00	**$80,000**
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	$200,000	n/a	**$200,000**
	NM Interfaith Housing Corp (Siler Yards)	$200,000	n/a	**$200,000**
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	$140,000	n/a	**$140,000**
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	$50,000	n/a	**$50,000**
	Youthworks (Shelter Now)	$40,000	n/a	**$40,000**
	SFPS – Adelante	$60,000	n/a	**$60,000**
	NM Coalition to End Homelessness	$180,000	n/a	**$180,000**
Total (AHTF & General Fund)		**$950,000**	**$0.00**	**$950,000.00**
TOTAL AFFORDABLE HOUSING FUNDING		**1,729,810.00**	**$200,000.00**	**$1,929,810.00**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201899**

Contractor: **Youth Shelters and Family Services - Transitional Living New Roof**

Description: **Agreement delivers services where YSFS will replace the roof of the TLP apartment building. This will prevent continuous costly repairs due to leaks after wet weather, as well as prevent displacement of youth from their apartments...**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **6/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $25,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Agreement is for one-year term, 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/16/P**

Fran Dunaway (Jun 12, 2020 11:01 MDT) _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero (Jun 12, 2020 10:42 MDT) _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Youth Shelters and Family Services - Transitional Living New Roof

Procurement Title: 20/16/P (CDBG)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway CPO 6/12/20

Fran Dunaway (Jun 12, 2020 11:01 MDT)

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

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

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$25,000	Munis Fund Number:	240
Vendor Name:	Youth Shelters and Family Services - Transitional Living New Roof	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This contract delivers services where YSFS will replace the roof of the TLP apartment building. This will prevent continuous costly repairs due to leaks after wet weather, as well as prevent displacement of youth from their apartments while water damage is repaired. This is one-time commitment of funds for a one-time project program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This procurement is aligned with requirements of the City's CDBG entitlement funding. If grant funds are not drawn, the City will jeopardize compliance with its grant agreement with HUD.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No, these housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Without the housing programs/projects/services funded through this contract, the low-mod income residents of Santa Fe will have limited access to housing and community development opportunities.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

These are federal grant funds, the expenditure of which does not affect the City's budget. These funds are used to leverage additional complementary funding sources to support housing programs/projects/services in our community.

Fran Dunaway (Jun 12, 2020 11:01 MDT)	Alexis Lotero (Jun 12, 2020 10:47 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: YOUTH SHELTERS AND FAMILY SERVICES
DBA: YOUTH SHELTERS AND FAMILY SERVICES

Business Location: 4435 AIRPORT RD
SANTA FE, NM 87507

Owner: DAVID BLOCK

License Number: 224084

Issued Date: January 17, 2020

Expiration Date: December 31, 2020

CRS Number: 02010414006

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

YOUTH SHELTERS AND FAMILY SERVICES
PO BOX 28279
SANTA FE, NM 87592

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

YOUTSHE-01 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/5/2020

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 License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Youth Shelters & Family Services PO Box 28279 Santa Fe, NM 87592-8279	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Safety Casualty Company 15351 INSURER C : INSURER D : INSURER E : INSURER F :

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		PHPK1999244	7/1/2019	7/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LI	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK1999244	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10413.127	7/1/2019	7/1/2020	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Professional Liab			PHPK1999244	7/1/2019	7/1/2020	Limit	3,000,000

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

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: YOUTSHE-01 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		Youth Shelters & Family Services PO Box 28279 Santa Fe, NM 87592-8279
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The City of Santa Fe is included as additional insured in regards to General Liability.

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CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2020 by and between the City of Santa Fe, a municipal corporation, (the "City") and Youth Shelters and Family Services, (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Funds will be used to replace the roof of the Transitional Living Program apartment building to mitigate long-term damage from water leaks and reduce annual maintenance costs.

B. Contractor will follow procurement processes consistent with the state procurement code, including 3 bids for proposed scope of work.

C. Contractor will report to the City on a quarterly basis the use of funds and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

A. Benefit low/moderate income persons.

B. Benefit extremely low income persons.

C. Benefit homeless and elderly persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of

time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the

Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than

fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed twenty five thousand dollars ($25,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($25,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Invoice must include documentation of staff costs incurred, including time sheets or payroll reports showing amount of staff time paid by CDBG funds.

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

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: Program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative

Regulations of the CDBG program.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The New Mexico Community Foundation will act as Coming Home's Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this

Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records

necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG

funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative

agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age,

religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the

performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Youth Shelters & Family Services
PO Box 28279
Santa Fe, NM 87592

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property

which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient’s period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with

Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI PROFESSIONAL LIABILITY INSURANCE.

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

XXXII. OTHER INSURANCE

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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 insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever

arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part

200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq*.;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq*., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq*.), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq*.), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative

of its commitments under the above-referenced “Section 3” clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced “Section 3” clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement. .

LII. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. 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.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

SUBRECIPIENT:
YOUTH SHELTERS & FAMILY SERVICES

_____
SHELLY FELT
EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue Dept.
CRS No. 02-010414-00-6
City of Santa Fe Business Registration No. 224084

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2402750.510500_____
BUSINESS UNIT/LINE ITEM

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Youth Shelters – Transitional Living)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$25,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)	$6,500			**$6,500**
				$
Total of all funding sources				**$31,500**

The following chart details how the secured funding amount will support the various aspects of (Youth Shelters – Transitional Living)

Cost	CDBG Allocation
	$25,000
Cost	Private Leveraged Funds
Other	$6,500
Total	$31,500

2020 05 12 YW Transitional Living New Roof $25000

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjxeNkoFYVu2y0DC1ia8zG-EgzpxMqiXw

"2020 05 12 YW Transitional Living New Roof $25000" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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Signature Date: 2020-05-12 - 4:08:41 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 4:08:41 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

---

ACTION REQUESTED:
Review and approve the following contracts:

A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: $799,810)
B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: $950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	**$ 27,000.00**
COMING HOME CONNECTION	3201891	6128	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	**$ 90,000.00**
HOMEWISE	3201894	2481	2402750	510500	**$ 200,000.00**
HOUSING TRUST	3201895	1570	2402750	510500	**$ 150,000.00**
INTERFAITH SHELTER	3201896	3783	2402750	510400	**$ 30,000.00**
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	**$ 100,000.00**
YOUTH SHELTERS	3201898	1624	2402750	510400	**$ 15,000.00**
YOUTH SHELTERS	3201899	1624	2402750	510500	**$ 25,000.00**
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	**$ 80,000.00**
NM INTERFAITH HOUSING	3201909		2402750	510500	**$ 200,000.00**
SF RECOVERY CENTER	3201902	2761	2402750	510500	**$ 50,000.00**
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	**$ 200,000.00**
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	**$ 140,000.00**
YOUTHWORKS	3201906	2400	2402750	510500	**$ 40,000.00**
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	**$ 60,000.00**
NMCEH	3201908	2084	1002750	510500	**$180,000.00**

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City's Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing's General Fund's set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	**Subrecipient**	**Entitlement Funds (EN)***	**Program Income (PI)****	**Total Funding Amount**
Mortgage Principal Reduction	Housing Trust	$150,000	$50,000	**$200,000**
	Homewise	$200,000	$150,000	**$350,000**
Home Improvement	Habitat for Humanity	$90,000	0	**$90,000**
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	$100,000	n/a	**$100,000**
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	$25,000	n/a	**$25,000**
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	$27,000	n/a	**$27,000**
	Interfaith Shelter (Womens' Summer Safe Haven)	$30,000	n/a	**$30,000**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$15,000	n/a	**$15,000**
	Casa Cielo End of Life Care	20,000	n/a	**20,000**
Program Administration (Cap @20% of $614,053)		$122,810	n/a	**$122,810**
Total CDBG EN (+ reprogrammed prior year funds)		**$779,810.00**	**$200,000.00**	**$999,810.00**

* The City's entitlement grant for 2020 = $614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	**Qualified Grantee**	**Grant Funds**	**Program Income (PI)**	**Total Funding Amount**
Mortgage Principal Reduction	Habitat for Humanity	$80,000	$0.00	**$80,000**
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	$200,000	n/a	**$200,000**
	NM Interfaith Housing Corp (Siler Yards)	$200,000	n/a	**$200,000**
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	$140,000	n/a	**$140,000**
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	$50,000	n/a	**$50,000**
	Youthworks (Shelter Now)	$40,000	n/a	**$40,000**
	SFPS – Adelante	$60,000	n/a	**$60,000**
	NM Coalition to End Homelessness	$180,000	n/a	**$180,000**
Total (AHTF & General Fund)		**$950,000**	**$0.00**	**$950,000.00**
TOTAL AFFORDABLE HOUSING FUNDING		**1,729,810.00**	**$200,000.00**	**$1,929,810.00**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201898**

Contractor: **Youth Shelters and Family Services - Cold Weather Shelter**

Description: **Agreement delivers services for a winter emergency shelter with 8 beds where youth can stay nightly during the coldest months. The shelter offers age-appropriate services to transitional-aged youth (18-21)...**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **6/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $15,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Agreement is for one-year term, 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/16/P**

Fran Dunaway (Jun 12, 2020 11:00 MDT) _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510400**

Alexis Lotero (Jun 12, 2020 10:46 MDT) _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Youth Shelters and Family Services - Cold Weather Shelter

Procurement Title: 20/16/P (CDBG)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

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

Fran Dunaway (Jun 12, 2020 11:00 MDT)

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

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$15,000	Munis Fund Number:	240
Vendor Name:	Youth Shelters and Family Services - Cold Weather Shelter	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510400

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This contract delivers services for a winter emergency shelter with 8 beds where youth can stay nightly during the coldest months. The shelter offers age-appropriate services to transitional-aged youth (18-21), including transportation, warm meals, hygiene supplies, access to housing opportunities, crisis intervention, and community referrals. This is one-time commitment of funds for an ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This procurement is aligned with requirements of the City's CDBG entitlement funding. If grant funds are not drawn, the City will jeopardize compliance with its grant agreement with HUD.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No, these housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Without the housing programs/projects/services funded through this contract, the low-mod income residents of Santa Fe will have limited access to housing and community development opportunities.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

These are federal grant funds, the expenditure of which does not affect the City's budget. These funds are used to leverage additional complementary funding sources to support housing programs/projects/services in our community.

Fran Dunaway (Jun 12, 2020 11:00 MDT)	Alexis Lotero (Jun 12, 2020 10:46 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: YOUTH SHELTERS & FAMILY SVS ADMN
DBA: YOUTH SHELTERS & FAMILY SVS ADMN

Business Location: 5686 AGUA FRIA ST B ANNX2
SANTA FE , NM 87501

CRS Number: 02010414006

Owner: DAVID BLOCK

License Number: 112630

License Type: Business License - Renewable

Issued Date: January 17, 2020

Classification: Business Registration - Standard

Expiration Date: December 31, 2020

Fees Paid: $35.00

YOUTH SHELTERS & FAMILY SVS ADMN
PO BOX 28279
SANTA FE, NM 87592

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

YOUTSHE-01 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/5/2020

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 License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Youth Shelters & Family Services PO Box 28279 Santa Fe, NM 87592-8279	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Safety Casualty Company 15351 INSURER C : INSURER D : INSURER E : INSURER F :

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		PHPK1999244	7/1/2019	7/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LI	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK1999244	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10413.127	7/1/2019	7/1/2020	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Professional Liab			PHPK1999244	7/1/2019	7/1/2020	Limit	3,000,000

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

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: YOUTSHE-01 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		Youth Shelters & Family Services PO Box 28279 Santa Fe, NM 87592-8279
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The City of Santa Fe is included as additional insured in regards to General Liability.

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CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2020 by and between the City of Santa Fe, a municipal corporation, (the "City") and Youth Shelters and Family Services, (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Funding will be used to support staff hours to operate the Cold Weather Shelter, offering 8 beds for youth (age 18-21) during the winter months. Age appropriate services will also be provided including transportation, warm meals, hygiene supplies, crisis intervention and referrals to other community services. Staff also conducts outreach to bring young people to the shelter and linkages to longer term housing opportunities.

B. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

A. Benefit low/moderate income persons.

B. Benefit extremely low income persons.

C. Benefit homeless and elderly persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such

substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is

due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be

performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed fifteen thousand dollars ($15,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($15,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Invoice must include documentation of staff costs incurred, including time sheets or payroll reports showing amount of staff time paid by CDBG funds.

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

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: Program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative

Regulations of the CDBG program.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The New Mexico Community Foundation will act as Coming Home's Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this

Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records

necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG

funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative

agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age,

religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the

performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Youth Shelters & Family Services
PO Box 28279
Santa Fe, NM 87592

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property

which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient’s period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with

Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI PROFESSIONAL LIABILITY INSURANCE.

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

XXXII. OTHER INSURANCE

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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 insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever

arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part

200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq*.;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq*., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq*.), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq*.), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative

of its commitments under the above-referenced “Section 3” clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced “Section 3” clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement. .

LII. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. 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.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

SUBRECIPIENT:
YOUTH SHELTERS & FAMILY SERVICES

_____
SHELLY FELT
EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue Dept.
CRS No. 02-010414-00-6
City of Santa Fe Business Registration No. 224084

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2402750.510400_____
BUSINESS UNIT/LINE ITEM

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Youth Shelters – Cold Weather Shelter)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$15,000**
Other Federal Funds (for amortizing loans)	$5,000			**$5,000**
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)	$5,000			**$5,00**
				$
Total of all funding sources				**$25,000**

The following chart details how the secured funding amount will support the various aspects of (Youth Shelter – Cold Weather Shelter)

Cost	CDBG Allocation
	$15,000
Cost	Private Leveraged Funds
Other Federal Funds	$5,000
Other	$5,000
Total	$25,000

2020 05 12 YW Cold Weather Shelter $15000

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_wGRaZrqFwZrxzas9sxW9BCQcCb_aRF4

"2020 05 12 YW Cold Weather Shelter $15000" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:49:28 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:49:48 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:03:05 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 3:03:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:03:15 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

---

ACTION REQUESTED:
Review and approve the following contracts:

A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: $799,810)
B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: $950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	**$ 27,000.00**
COMING HOME CONNECTION	3201891	6128	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	**$ 90,000.00**
HOMEWISE	3201894	2481	2402750	510500	**$ 200,000.00**
HOUSING TRUST	3201895	1570	2402750	510500	**$ 150,000.00**
INTERFAITH SHELTER	3201896	3783	2402750	510400	**$ 30,000.00**
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	**$ 100,000.00**
YOUTH SHELTERS	3201898	1624	2402750	510400	**$ 15,000.00**
YOUTH SHELTERS	3201899	1624	2402750	510500	**$ 25,000.00**
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	**$ 80,000.00**
NM INTERFAITH HOUSING	3201909		2402750	510500	**$ 200,000.00**
SF RECOVERY CENTER	3201902	2761	2402750	510500	**$ 50,000.00**
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	**$ 200,000.00**
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	**$ 140,000.00**
YOUTHWORKS	3201906	2400	2402750	510500	**$ 40,000.00**
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	**$ 60,000.00**
NMCEH	3201908	2084	1002750	510500	**$180,000.00**

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City's Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing's General Fund's set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	**Subrecipient**	**Entitlement Funds (EN)***	**Program Income (PI)****	**Total Funding Amount**
Mortgage Principal Reduction	Housing Trust	$150,000	$50,000	**$200,000**
	Homewise	$200,000	$150,000	**$350,000**
Home Improvement	Habitat for Humanity	$90,000	0	**$90,000**
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	$100,000	n/a	**$100,000**
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	$25,000	n/a	**$25,000**
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	$27,000	n/a	**$27,000**
	Interfaith Shelter (Womens' Summer Safe Haven)	$30,000	n/a	**$30,000**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$15,000	n/a	**$15,000**
	Casa Cielo End of Life Care	20,000	n/a	**20,000**
Program Administration (Cap @20% of $614,053)		$122,810	n/a	**$122,810**
Total CDBG EN (+ reprogrammed prior year funds)		**$779,810.00**	**$200,000.00**	**$999,810.00**

* The City's entitlement grant for 2020 = $614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	**Qualified Grantee**	**Grant Funds**	**Program Income (PI)**	**Total Funding Amount**
Mortgage Principal Reduction	Habitat for Humanity	$80,000	$0.00	**$80,000**
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	$200,000	n/a	**$200,000**
	NM Interfaith Housing Corp (Siler Yards)	$200,000	n/a	**$200,000**
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	$140,000	n/a	**$140,000**
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	$50,000	n/a	**$50,000**
	Youthworks (Shelter Now)	$40,000	n/a	**$40,000**
	SFPS – Adelante	$60,000	n/a	**$60,000**
	NM Coalition to End Homelessness	$180,000	n/a	**$180,000**
Total (AHTF & General Fund)		**$950,000**	**$0.00**	**$950,000.00**
TOTAL AFFORDABLE HOUSING FUNDING		**1,729,810.00**	**$200,000.00**	**$1,929,810.00**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201894**

Contractor: **Homewise Inc.**

Description: **Homewise will utilize CDBG funding to assist families and individuals whose incomes are under 80% AMI to achieve home purchase with principal reduction assistance.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **6/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $200,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term, 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/16/P**

Fran Dunaway, CPM (Jun 1, 2020 12:51 MDT) _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero

Alexis Lotero (Jun 1, 2020 12:46 MDT) _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Homewise Inc.

Procurement Title: 20/16/P (CDBG)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Delaway, CPO 6/1/2020

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

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

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$200,000	Munis Fund Number:	240
Vendor Name:	Homewise Inc.	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This contract delivers services for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows: provide mortgage principal reduction assistance for an approximate minimum of ten (10) households with incomes at or below 80% AMI -assistance will be capped at $20,000 per household. This is one-time commitment of funds for an ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This procurement is aligned with requirements of the City's CDBG entitlement funding. If grant funds are not drawn, the City will jeopardize compliance with its grant agreement with HUD.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No, these housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Without the housing programs/projects/services funded through this contract, the low-mod income residents of Santa Fe will have limited access to housing and community development opportunities.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

These are federal grant funds, the expenditure of which does not affect the City's budget. These funds are used to leverage additional complementary funding sources to support housing programs/projects/services in our community.

Fran Donaway, CPM (Jun 1, 2020 12:51 MDT)	Alexis Lotero (Jun 1, 2020 12:46 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

HOMEINC-05 SMONCAYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2020

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 License # 0757776
HUB International Insurance Services (NMX)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Michelle Vialpando
PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Central Mutual Insurance Company	20230
INSURER B : New Mexico Premier Insurance Company	13675
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Homewise Inc
1301 Siler Rd Building D
Santa Fe, NM 87507

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CLP8361218	5/23/2019	5/23/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			CLP8361218	5/23/2019	5/23/2020	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			CXS9657964	5/23/2019	5/23/2020	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH)	N / A		5950127	12/3/2019	12/3/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability			MKLV7EUE100125	5/23/2019	5/23/2020	Each Occurrence	3,000,000
C	Excess Liability			MKLV7EUE100125	5/23/2019	5/23/2020	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $100,000/Deductible: $1,000

**PROFESSIONAL LIABILITY COVERAGE - Policy #LH2D57693401 - Eff. 5/23/2019 to 5/23/2020 - The Hanover Insurance Company - $1,000,000 Each Claim Limit; $1,000,000 All Claims in Aggregate - Deductible: $5,000 Each Claim.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HOMEINC-05 SMONCAYO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.
Workers Compensation coverage is evidence only.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II –** Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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

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

1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

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

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

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2**. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of “employee” and “suit” is replaced for Employee Benefits Liability Coverage by the following:

“Employee” means a person actively employed, formerly employed, on leave of absence or disabled, or retired. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”

“Suit” means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. “Suit” includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word “fire” is changed to “fire, sprinkler leakage or explosion” where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a**. under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c**. through **n**. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

“Property damage” to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

2) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of “your work”.

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

SECTION I - COVERAGES, Coverage A, Exclusion **I**. Damage to Your Work, is replaced with the following:

1. Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the "products-completed operations hazard.”

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of “your work” that causes the “property damage.”

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

“Employee” also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for “bodily injury” or “property damage,” arising out of a “fungi” or bacteria, “silica” or “silica-related dust” or an “exterior insulation and finish system” incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2**. and **3**. of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all “bodily injury” or “property damage” and Coverage **C**. for Medical Payments arising out of one or more “fungi” or bacteria, “silica” or “silica-related dust” or “exterior insulation and finish system” incidents. This provision **B.1**. does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to “bodily injury” or “property damage” arising out of a “fungi” or bacteria, “silica” or “silica-related dust” or an “exterior insulation and finish system incident” but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2**., Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. “Personal and Advertising Injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, “silica” or “silica-related dust.”

b. “Personal and Advertising Injury” arising out of a “fungi or bacteria incident.”

c. “Personal and Advertising Injury” arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g**. is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2**. Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a**. of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

a. To "loss" of property at premises owned, rented, leased, operated, or used by you;

b. To "loss" of property while in transit;

c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

e. To "loss" of property included within the "Products/Completed Operations Hazard";

f. To "loss" of property which is an "auto" or "mobile equipment."

g. To "loss" of property caused by "pollutants."

6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4**. OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his “employees” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his “employees,” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his “employees” or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

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

BUSINESS REGISTRATION

Business Name: HOMEWISE
DBA: HOMEWISE

Business Location: 1301 SILER RD D
SANTA FE, NM 87501

Owner: HOMEWISE

License Number: 223754

Issued Date: March 16, 2020

Expiration Date: December 31, 2020

CRS Number: 02062377001

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

HOMEWISE
1301 SILER RD D
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

Scanned with CamScanner

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2020 by and between the City of Santa Fe, a municipal corporation, (the "City") and Homewise, Inc.(the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Provide mortgage principal reduction assistance for a minimum of ten (10) households with incomes at or below 80% AMI. Assistance will be capped at $20,000 per household.

B. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI % of assisted households, size of household, addresses of assisted homes, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

A. Benefit low/moderate income persons.

B. Benefit extremely low income persons.

C. Benefit homeless and elderly persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures

will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial

statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed two hundred thousand dollars ($200,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($200,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Invoice must include documentation of staff costs incurred, including time sheets or payroll reports showing amount of staff time paid by CDBG funds.

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

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: Program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The New Mexico Community Foundation will act as Coming Home's Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which

clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient

and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and

professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues

making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with

the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid

or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under

this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

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

City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Homewise, Inc.
1301 Siler Road, Bldg D
Santa Fe, NM 87507

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its

articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain

in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient’s period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current

market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part,

if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI PROFESSIONAL LIABILITY INSURANCE.

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

XXXII. OTHER INSURANCE

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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 insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required

therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of

24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq*.;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq*., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall

be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and

accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract

Work Hours and Safety Standards Act (40 USC 327 *et seq*.), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq*.), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. <u>COMPLIANCE</u>

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided

under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced “Section 3” clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement. .

LII. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. 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.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

SUBRECIPIENT:
HOMEWISE, INC

_____
MIKE LOFTIN
EXECUTIVE DIRECTOR
DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No. 02-062377-00-1
City of Santa Fe Business Registration No. 223754

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
BUSINESS UNIT/LINE ITEM

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Homewise – Principal Reduction)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$200,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)	$2,177,250	$33,000	$22,000	**$2,232,250**
				$
Total of all funding sources				**$2,432,250**

The following chart details how the secured funding amount will support the various aspects of (Coming Home Connection) (Casa Cielo).

Cost	CDBG Allocation
	$200,000
Cost	Private Leveraged Funds
Other	$2,177,250
	$33,000
	$22,000
Total	$2,432,250

2002 05 12 Homewise $200000

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmEOLGfzgIR4Mhx0P09G8yiY_4JN22GQs

"2002 05 12 Homewise $200000" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:46:58 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:47:15 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:01:09 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 3:01:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 3:01:19 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

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ACTION REQUESTED:
Review and approve the following contracts:

A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: $799,810)
B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: $950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	**$ 27,000.00**
COMING HOME CONNECTION	3201891	6128	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	**$ 90,000.00**
HOMEWISE	3201894	2481	2402750	510500	**$ 200,000.00**
HOUSING TRUST	3201895	1570	2402750	510500	**$ 150,000.00**
INTERFAITH SHELTER	3201896	3783	2402750	510400	**$ 30,000.00**
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	**$ 100,000.00**
YOUTH SHELTERS	3201898	1624	2402750	510400	**$ 15,000.00**
YOUTH SHELTERS	3201899	1624	2402750	510500	**$ 25,000.00**
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	**$ 80,000.00**
NM INTERFAITH HOUSING	3201909		2402750	510500	**$ 200,000.00**
SF RECOVERY CENTER	3201902	2761	2402750	510500	**$ 50,000.00**
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	**$ 200,000.00**
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	**$ 140,000.00**
YOUTHWORKS	3201906	2400	2402750	510500	**$ 40,000.00**
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	**$ 60,000.00**
NMCEH	3201908	2084	1002750	510500	**$180,000.00**

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City's Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing's General Fund's set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	**Subrecipient**	**Entitlement Funds (EN)***	**Program Income (PI)****	**Total Funding Amount**
Mortgage Principal Reduction	Housing Trust	$150,000	$50,000	**$200,000**
	Homewise	$200,000	$150,000	**$350,000**
Home Improvement	Habitat for Humanity	$90,000	0	**$90,000**
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	$100,000	n/a	**$100,000**
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	$25,000	n/a	**$25,000**
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	$27,000	n/a	**$27,000**
	Interfaith Shelter (Womens' Summer Safe Haven)	$30,000	n/a	**$30,000**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$15,000	n/a	**$15,000**
	Casa Cielo End of Life Care	20,000	n/a	**20,000**
Program Administration (Cap @20% of $614,053)		$122,810	n/a	**$122,810**
Total CDBG EN (+ reprogrammed prior year funds)		**$779,810.00**	**$200,000.00**	**$999,810.00**

* The City's entitlement grant for 2020 = $614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	**Qualified Grantee**	**Grant Funds**	**Program Income (PI)**	**Total Funding Amount**
Mortgage Principal Reduction	Habitat for Humanity	$80,000	$0.00	**$80,000**
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	$200,000	n/a	**$200,000**
	NM Interfaith Housing Corp (Siler Yards)	$200,000	n/a	**$200,000**
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	$140,000	n/a	**$140,000**
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	$50,000	n/a	**$50,000**
	Youthworks (Shelter Now)	$40,000	n/a	**$40,000**
	SFPS – Adelante	$60,000	n/a	**$60,000**
	NM Coalition to End Homelessness	$180,000	n/a	**$180,000**
Total (AHTF & General Fund)		**$950,000**	**$0.00**	**$950,000.00**
TOTAL AFFORDABLE HOUSING FUNDING		**1,729,810.00**	**$200,000.00**	**$1,929,810.00**

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Coming Home Connection

Procurement Title: 20/16/P (CDBG)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

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

Fran Dunaway (Jan 12, 2020 10:50 MDT)

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201891**

Contractor: **Coming Home Connection**

Description: **Agreement delivers services for a public service project that serves the homeless and low to moderate- income residents within the Santa Fe City limits based on current HUD Are Median Income data for Santa Fe...**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **6/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $20,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Agreement is for one-year term, 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/16/P**

Fran Dunaway (Jun 12, 2020 10:50 MDT)

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510400**

Alexis Lotero (Jun 12, 2020 10:36 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$20,000	Munis Fund Number:	240
Vendor Name:	Coming Home Connection	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510400

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.
This contract delivers services for a public service project that serves the homeless and low to moderate- income residents within the Santa Fe City limits based on current HUD Are Median Income data for Santa Fe as follows: provide staffing for "Casa Cielo" and to provide services to a minimum of fifteen (15) individuals who meet federal definitions of homelessness or other standards of housing instability. This is one-time commitment of funds for an ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.
This procurement is aligned with requirements of the City's CDBG entitlement funding. If grant funds are not drawn, the City will jeopardize compliance with its grant agreement with HUD.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No, these housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.
Without the housing programs/projects/services funded through this contract, the low-mod income residents of Santa Fe will have limited access to housing and community development opportunities.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?
These are federal grant funds, the expenditure of which does not affect the City's budget. These funds are used to leverage additional complementary funding sources to support housing programs/projects/services in our community.

Fran Dunaway (Jun 12, 2020 10:50 MDT)	Alexis Lotero (Jun 12, 2020 10:36 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: COMING HOME CONNECTION
DBA: COMING HOME CONNECTION

Business Location: 418 CERRILLOS RD 27
SANTA FE , NM 87501

Owner:

License Number: 48763

Issued Date: March 13, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

COMING HOME CONNECTION
418 CERRILLOS RD 27 M
SANTA FE , NM 87501

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

COMHO-2 OP ID: BS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2020

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 Jackson Insurance Solutions 5501 Eagle Rock Ave Ste A-2 Albuquerque, NM 87113 Josh K. Jackson 505-898-8500	CONTACT NAME: Brenda Salas PHONE (A/C, No, Ext): 505-898-8500 FAX (A/C, No): 505-897-8567 E-MAIL ADDRESS:
INSURED The Coming Home Connection Inc ATTN: Glenys & Frances 418 Cerrillos Road, Ste 27 Santa Fe, NM 87501	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Lloyd's of London 112921 INSURER B : New Mexico Mutual Casualty Co. 10207 INSURER C : INSURER D : INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		HAH200270	02/12/2020	02/12/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		90634	03/15/2020	03/15/2021	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab.			HAH200270	02/12/2020	02/12/2021	Per Claim	1,000,000
							Aggregate	2,000,000

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

City of Santa Fe is listed as Additional Insured.

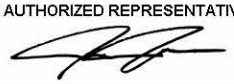
CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Road Bldg H
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2020 by and between the City of Santa Fe, a municipal corporation, (the "City") and Coming Home Connection, (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for a public service project that serves the homeless and low to moderate- income residents within the Santa Fe City limits based on current HUD Are Median Income data for Santa Fe as follows:

A. Provide staffing for “Casa Cielo”, specializing in hospice support services for individuals determined by a physician to be at the end of life stage; services to include hospice health services; nutritional support; and related coordination of care.

B. Provide services to a minimum of fifteen (15) individuals who meet federal definitions of homelessness or other standards of housing instability..

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, and specifying eligibility of people served and units of staffing provided.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter “CDBG”) Program’s National Objectives:

A. Benefit low/moderate income persons.

B. Benefit extremely low income persons.

C. Benefit homeless and elderly persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such

substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is

due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be

performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed twenty thousand dollar ($20,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($20,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Invoice must include documentation of staff costs incurred, including time sheets or payroll reports showing amount of staff time paid by CDBG funds.

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

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: Program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative

Regulations of the CDBG program.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The New Mexico Community Foundation will act as Coming Home's Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this

Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records

necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG

funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative

agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age,

religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the

performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Coming Home Connections
418 Cerrillos Road, Suite 27
Santa Fe, NM 87501

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property

which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient’s period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with

Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI PROFESSIONAL LIABILITY INSURANCE.

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

XXXII. OTHER INSURANCE

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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 insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-

contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to

meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq*.;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq*., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood

Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel

employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq*.), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq*.), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this

paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or

understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. 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.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

SUBRECIPIENT:
COMING HOME CONNECTION

_____
FRANCES SALLES
EXECUTIVE DIRECTOR
DATE:_____

FISCAL AGENT:
NM COMMUNITY FOUNDATION

_____
CARLA MELENDEZ
FINANCE DIRECTOR

New Mexico Taxation and Revenue Dept.
CRS No. N/A
City of Santa Fe Business Registration No. 48763

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2402750.510400_____
BUSINESS UNIT/LINE ITEM

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Coming Home Connection) – (Casa Cielo)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$20,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)	$80,000	$51,240	$46,800	**$178,040**
				$
Total of all funding sources				**$198,040**

The following chart details how the secured funding amount will support the various aspects of (Coming Home Connection) (Casa Cielo).

Cost	CDBG Allocation
	$20,000
Cost	Private Leveraged Funds
Other	$80,000
	$51,240
	$48,800
Total	$198,040

2020 05 12 Coming Home $20000

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs0eKr3cQKm4EnYO6rQQ6-UPz6SCXw2pf

"2020 05 12 Coming Home $20000" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:47:46 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:48:32 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:02:18 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 3:02:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:02:28 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

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ACTION REQUESTED:
Review and approve the following contracts:

A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: $799,810)
B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: $950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	**$ 27,000.00**
COMING HOME CONNECTION	3201891	6128	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	**$ 90,000.00**
HOMEWISE	3201894	2481	2402750	510500	**$ 200,000.00**
HOUSING TRUST	3201895	1570	2402750	510500	**$ 150,000.00**
INTERFAITH SHELTER	3201896	3783	2402750	510400	**$ 30,000.00**
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	**$ 100,000.00**
YOUTH SHELTERS	3201898	1624	2402750	510400	**$ 15,000.00**
YOUTH SHELTERS	3201899	1624	2402750	510500	**$ 25,000.00**
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	**$ 80,000.00**
NM INTERFAITH HOUSING	3201909		2402750	510500	**$ 200,000.00**
SF RECOVERY CENTER	3201902	2761	2402750	510500	**$ 50,000.00**
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	**$ 200,000.00**
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	**$ 140,000.00**
YOUTHWORKS	3201906	2400	2402750	510500	**$ 40,000.00**
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	**$ 60,000.00**
NMCEH	3201908	2084	1002750	510500	**$180,000.00**

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City's Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing's General Fund's set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	**Subrecipient**	**Entitlement Funds (EN)***	**Program Income (PI)****	**Total Funding Amount**
Mortgage Principal Reduction	Housing Trust	$150,000	$50,000	**$200,000**
	Homewise	$200,000	$150,000	**$350,000**
Home Improvement	Habitat for Humanity	$90,000	0	**$90,000**
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	$100,000	n/a	**$100,000**
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	$25,000	n/a	**$25,000**
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	$27,000	n/a	**$27,000**
	Interfaith Shelter (Womens' Summer Safe Haven)	$30,000	n/a	**$30,000**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$15,000	n/a	**$15,000**
	Casa Cielo End of Life Care	20,000	n/a	**20,000**
Program Administration (Cap @20% of $614,053)		$122,810	n/a	**$122,810**
Total CDBG EN (+ reprogrammed prior year funds)		**$779,810.00**	**$200,000.00**	**$999,810.00**

* The City's entitlement grant for 2020 = $614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	**Qualified Grantee**	**Grant Funds**	**Program Income (PI)**	**Total Funding Amount**
Mortgage Principal Reduction	Habitat for Humanity	$80,000	$0.00	**$80,000**
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	$200,000	n/a	**$200,000**
	NM Interfaith Housing Corp (Siler Yards)	$200,000	n/a	**$200,000**
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	$140,000	n/a	**$140,000**
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	$50,000	n/a	**$50,000**
	Youthworks (Shelter Now)	$40,000	n/a	**$40,000**
	SFPS – Adelante	$60,000	n/a	**$60,000**
	NM Coalition to End Homelessness	$180,000	n/a	**$180,000**
Total (AHTF & General Fund)		**$950,000**	**$0.00**	**$950,000.00**
TOTAL AFFORDABLE HOUSING FUNDING		**1,729,810.00**	**$200,000.00**	**$1,929,810.00**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201895**

Contractor: **Santa Fe Community Housing Trust**

Description: **Agreement provides home purchase financial assistance for 15 households in the low to moderate income range...**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/01/2020** Term End Date: **6/30/2021**

☐ Approved by Council Date: _____

Contract / Lease: $150,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term, 7/01/2020 - 6/30/2021

3. **Procurement History:** **RFP #20/16/P**

Fran Dunaway (Jun 12, 2020 10:53 MDT)

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero

Alexis Lotero (Jun 12, 2020 10:38 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Community Housing Trust

Procurement Title: 20/16/P (CDBG)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jun 12, 2020 10:53 MDT)

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

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

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	$150,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Community Housing Trust	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This contract delivers services for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows: Provide mortgage principal reduction assistance for an approximate minimum of twelve (12) households at or below 80% AMI -assistance will be capped at $20,000 per household. This is one-time commitment of funds for an ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This procurement is aligned with requirements of the City's CDBG entitlement funding. If grant funds are not drawn, the City will jeopardize compliance with its grant agreement with HUD.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No, these housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Without the housing programs/projects/services funded through this contract, the low-mod income residents of Santa Fe will have limited access to housing and community development opportunities.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

These are federal grant funds, the expenditure of which does not affect the City's budget. These funds are used to leverage additional complementary funding sources to support housing programs/projects/services in our community.

Fran Dunaway, CPO 6/12/20 Fran Dunaway (Jun 12, 2020 10:53 MDT)	Alexis Lotero Alexis Lotero (Jun 12, 2020 10:38 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

SANTFEC-02 JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/25/2020

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 License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Johanna Sanchez PHONE (A/C, No, Ext): (505) 992-1849 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: johanna.sanchez@hubinternational.com
INSURED Santa Fe Community Housing Trust and Tierra Contenta P O Box 713 Santa Fe, NM 87504	INSURER A : Central Mutual Insurance Company — NAIC # 20230 INSURER B : New Mexico Mutual Casualty Company — 40627 INSURER C : Philadelphia Indemnity Insurance Company — 18058 INSURER D : INSURER E : INSURER F :

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		CLP8889277	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CLP8889277	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		99999101	6/27/2019	6/27/2020	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Employee Theft			CLP8889277	1/1/2020	1/1/2021	$1,000 Ded/Limit	25,000
C	Directors & Officers			PHSD1500868	1/1/2020	1/1/2021		1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
This endorsement amends the policy by adding the following; please read each section carefully.

EMPLOYEE BENEFITS LIABILITY COVERAGE
ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
VOLUNTARY PROPERTY DAMAGE
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
AGGREGATE LIMITS OF INSURANCE AMENDMENT
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
LOST KEY COVERAGE
PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

A. Employee Benefits Liability Coverage

The following is added to Section I - Coverages: EMPLOYEE BENEFITS LIABILITY COVERAGE.

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any “claim” or “suit” that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the “administration” of your “employee benefit program”;

2) The act, error or omission is caused by an “occurrence” that takes place in the

"coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages **A** and **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) $2,000,000 is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, $1,000,000 is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of $1,000. The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit"

apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or

"suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or

organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such

person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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

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

1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

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

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

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

F. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

G. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is
amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

H. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)
SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV.2. - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

J. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

   We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
5. The insurance under the Voluntary Property Damage shall not apply:
   - **a.** To "loss" of property at premises owned, rented, leased, operated, or used by you;
   - **b.** To "loss" of property while in transit;
   - **c.** To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
   - **d.** To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
   - **e.** To "loss" of property included within the "Products/Completed Operations Hazard";
   - **f.** To "loss" of property which is an "auto" or "mobile equipment."
   - **g.** To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

K. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion 2.g. is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

L. Fire, Sprinkler Leakage Or Explosion

1. SECTION I - GENERAL LIABILITY COVERAGES is amended as follows:

a. The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:
Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner.
A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.
But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

b. **Section III - Limits of Insurance** is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

2. The Damage to Premises Rented To You Limit is $300,000 unless a higher limit is shown on the declaration or change endorsement.

3. Paragraph 4.b. of the Other Insurance is amended as follows:
The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"

4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:
The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

M. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" cause directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension K., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

N. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

O. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:
Up to $2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $400 a day because of time off from work.

P. Reasonable Force Expansion - Property Damage

Exclusion 2.a. of Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This

exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

Q. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his “employees” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his“employees,” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his ¿employees¿ or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

R. Personal and Advertising Injury Definition

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

S. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:

When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

T. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:

LIBERALIZATION

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

City of Santa Fe

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

BUSINESS REGISTRATION

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

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

Owner:

License Number: 227214

Issued Date: April 08, 2020

Expiration Date: December 31, 2020

Description: NON-PROFIT

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

SANTA FE COMMUNITY HOUSING
PO BOX 713
SANTA FE, NM 87504

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2020 by and between the City of Santa Fe, a municipal corporation, (the "City") and Santa Fe Community Housing Trust (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Provide mortgage principal reduction assistance for a minimum of twelve (12) households at or below 80% AMI. Assistance will be capped at $20,000 per household.

B. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, addresses of assisted homes, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

A. Benefit low/moderate income persons.

B. Benefit extremely low income persons.

C. Benefit homeless and elderly persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures

will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial

statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed one hundred fifty thousand dollars ($150,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($150,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Invoice must include documentation of staff costs incurred, including time sheets or payroll reports showing amount of staff time paid by CDBG funds.

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

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: Program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The New Mexico Community Foundation will act as Coming Home's Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which

clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient

and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and

professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues

making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with

the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid

or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under

this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

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

City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Housing Trust
1111 Agua Fria
Santa Fe, NM 87501

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its

articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain

in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient’s period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current

market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part,

if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI PROFESSIONAL LIABILITY INSURANCE.

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

XXXII. OTHER INSURANCE

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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 insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV.ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation

for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and

Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq*.;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq*., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part

35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq*.), the Copeland “Anti-

Kickback" Act (18 USC 874 *et seq*.), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. <u>COMPLIANCE</u>

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the

Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every

subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. 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.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

ATTEST:

_____
ALAN WEBBER, MAYOR
DATE: _____

_____
YOLANDA Y. VIGIL
CITY CLERK

SUBRECIPIENT:
SANTA FE COMMUNITY HOUSING TRUST

_____
JUSTIN ROBISON
EXECUTIVE DIRECTOR
DATE:_____
New Mexico Taxation and Revenue Dept.
CRS No. 02-171649-00-8
City of Santa Fe Business Registration No. 227214

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
BUSINESS UNIT/LINE ITEM

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Housing Trust) – (Principal Reduction)

Type of funding	**Source/ Amount**	**Source/ Amount**	**Source/ Amount**	**Totals**
Final CDBG AMOUNT				**$150,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)	CDFI $675,000			**$675,000**
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)	Housing Trust $90,000	1st Mortgages $4,305,000	Homebuyer Cash $135,000	**$4,530,000**
				$
Total of all funding sources				**$5,355,000**

The following chart details how the secured funding amount will support the various aspects of (Housing Trust – Principal Reduction).

Cost	CDBG Allocation
	$150,000
Cost	Private Leveraged Funds
Other	$90,000
	$4,305,000
	$135,000
Total	$5,355,000

2020 05 12 Housing Trust $150000

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWteGxLjQ12jdaOz235PLzYEZd3sFOPCR

"2020 05 12 Housing Trust $150000" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:45:57 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:46:14 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:00:11 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 3:00:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 3:00:21 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: April 30, 2020

TO: Governing Body, Finance Committee and Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
John Romero, Interim Public Works Department Director JR

FROM: Sam Burnett, Public Works Property Maintenance Manager

ITEM AND ISSUE:
Request for the Approval of a Service Contract in the Total Amount of $544,500.00 including NMGRT for Design/Build services for the design and construction of a new restroom facility that will be located at the Water Street parking lot; FacilityBuild, Inc. Request for the Approval of Goods, Software and Service Agreement in the Total Amount of $544,500.00 for Design/Build services to be complete by 6/30/2022; FacilityBuild, Inc; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933 Office / 505-795-2491 Mobile)

BACKGROUND AND SUMMARY:
The City of Santa Fe requires Design/Build services related to the development of a new public restroom facility at the Water Street Municipal Parking Lot.

The Water Street Parking Lot is located at 100 E. Water Street in Santa Fe NM. It currently operates a three stall, public women's and men's restroom facility along with its vehicular parking function. The Facilities Division is assisting the Tourism Department and Parking Division in the development of a new restroom facility at this location.

The scope of this project includes comprehensive architectural and construction contractor design/build services that will include site reconnaissance, existing conditions analysis, programming and recommendations, Schematic Design, Historic Review and Design Approval, Design Development, Construction Documents, Permit documents and approval, and Construction and Construction Administration as required for comprehensive design/build of the planned facility.

PROCUREMENT METHOD:
The procurement method is the NM Statewide Price Agreement (SWPA) #90-000-29-00057 which expires on July 30, 2024.

CONTRACT NUMBER:
The FY20 Munis contract number is 3201872.

FUNDING SOURCE:
Fund Name/Number: FA 183200B
Munis Org Name/Number: 3209980
Munis Object Name/Number: 572960 Design and Construction

ACTION REQUESTED:

Please approve this contract with FacilityBuild, Inc. in the amount of $544,500.00 including applicable New Mexico Gross Receipts Tax (8.4375%).

City of Santa Fe Contract
Design/Build Services for a Downtown Restroom Facility for the City of Santa Fe

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **FacilityBuild, Inc** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers **FacilityBuild, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform all inclusive design/build services for the design and construction of a new restroom facility that will be located in the Water Street Parking Lot in downtown Santa Fe. This work will include architectural design, historic review, construction, adherence to prevailing wages, performance and payment bonds, insurance, permits and more particularly described in "Exhibit A" attached hereto and made a part thereof from **FacilityBuild, Inc**. This work is being procured via State Price Agreement #90-000-19-00057.

3. **Compensation**

The City shall pay to the Contractor in an amount that shall not exceed $544,500.00 including applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 Design/Build Services		$502,132.57

The total compensation under this Agreement shall not exceed **$544,500.00 including applicable NMGRT (8.4375%).**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City

shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on 6/30/2022. This Agreement shall not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **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 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. 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. Except as otherwise provided in Paragraphs 7.A and 17, 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 17, "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.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature,

this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the

City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any

other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may

suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or Interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

42. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
Cameron Kilcup
President FacilityBuild, Inc
camkilcup@facilitybuild.com
505-828-0060
5904 Florence Ave, NE
Albuquerque, New Mexico 87113

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER
CITY MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:

_____
CAMERON KILCUP
PRESIDENT FACILITY BUILD, INC

DATE:_____

CRS# 02-947637-00-2

Registration # 20-00110356

CITY ATTORNEY'S OFFICE:

4/24/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item:

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor FacilityBuild, Inc

3 Complete information requested

Plus ☐ GRT

Inclusive of GRT

Original Contract Amount: $544,500.00

Termination Date: June 30, 2022

☑ Approved by Council Date: Pending

☐ or by City Manager Date:

Contract is for: Design/Build of Water Street Restroom Facility

Amendment # Na to the Original Contract# 3201872

Increase/(Decrease) Amount $ $544,500.00

Extend Termination Date to: June 30, 2022

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of G

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $544,500.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other State Price Agreement 90-000-29-00057

6 **Procurement History:** First year of Two (2) year contract
example: (First year of 4 year contract)

CPO 6/3/20
Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** FA 183200B **BU/Line Item:** 3209980.572960

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** J Sam Burnett

Phone # 505-955-5933

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name:
FacilityBuild, Inc

Procurement Title:
Contract with FacilityBuild, Inc for Design/Build Services for a new Downtown Restroom Facility

Solicitation RFP#:
NA

Department Requesting/Staff Member:
Public Works Department. Sam Burnett, Property Maintenance Manager

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☐	☒	Departments Recommendation of Award Memo addressed to Finance
☐	☒	Evaluation Committee Report
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment – How does Purchasing staff verify the contract has been approved to form by City Attorney?
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contract
☒	☐	Certificate of Insurance
☐	☒	Other: _____

J Sam Burnett, Public Works Property Maintenance Manager
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
☐	☒	Final RFP Document
☐	☒	Copy of legal solicitation published in the newspaper, website, etc.
☐	☒	All addendums
☐	☒	Plan holders list
☐	☒	Copies of all RFP submittals

*

☐	☒	Complete evaluation score sheets
☐	☒	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)
☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☒	Other: _____

AWARD*

YES	N/A	
☐	☒	Fully executed Memo to Committees from the Department with recommendation of award
☐	☒	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐	☒	Contract Award Notice
☐	☒	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☒	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☒	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☒	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☒	Local Preference Form
☐	☒	New Mexico Residence Form
☐	☒	Veterans Exemption

*

☐ ☒ Other: _____

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

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☒	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☒	☐	Original proposal (s) with no redactions

J Sam Burnett, Public Works Property Maintenance Manager
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

*

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	Public Works	Department Name:	
Division Name:	Facilities Division	Division Name:	

Financial Information

Amount Requested:	$544,500.00	Munis Fund Number:	FA 183200B
Vendor Name:	FacilityBuild, Inc	Munis Org Number:	3209980
Approved by Director?	Yes John Romero	Munis Object Code:	572960

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This contract is for design/build services for the construction of a new restroom facility that will be located at the Water Street parking lot. This project is being paid for using a State grant.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This project will support Facilities, Tourism and Environmental services by providing restrooms in an area of town where restroom facilities are hard to find.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No, for this project we need to work with a design/build firm that has both licensed architects and general contractors to perform the work.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

Yes, the lack of restroom facilities is a public health and safety issue that the City has been working hard to address as quickly as possible.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

This project is using a State Grant.

Fran Dunaway, CPO 5/1/20		
Procurement Office Signature	Budget Office Signature	Finance Director Signature

FACIL-2 OP ID: JT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2019

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 505-857-2119 Brown & Brown of NM, Inc PO Box 94450 Albuquerque, NM 87199 Connor Payne	CONTACT NAME: Janet Ellison PHONE (A/C, No, Ext): 505-857-2119 FAX (A/C, No): E-MAIL ADDRESS: jellison@bbnm.com
INSURED FacilityBUILD, Inc. 5904 Florence Ave NE Albuquerque, NM 87113	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance — 24082 INSURER B : Underwriters at LLoyds London — 15792 INSURER C : INSURER D : INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			BKS59596777*	04/01/2019	04/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAS59596777*	04/01/2019	04/01/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)			XWS59596777*	04/01/2019	04/01/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Prof/Pollution			B0621PFACI000719*	04/01/2019	04/01/2020	Ea Claim	2,000,000
	$10,000 Ded			CLAIMS MADE			Aggregate	2,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Janet Ellison

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

BUSINESS REGISTRATION

Business Name: FACILITY BUILD INC
DBA: FACILITY BUILD INC

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: BRIAN KILCUP

License Number: 224809

Issued Date: January 31, 2020

Expiration Date: December 31, 2020

CRS Number: 01836451009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

FACILITY BUILD INC
5904 FLORENCE AVE NE
ALBUQUERQUE, NM 87113

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

FacilityBUILD DESIGN • BUILD • ON-CALL

Design/Build Proposal For Water Street Restrooms

Date: 4/16/2020 RFE: 20-141

City of Santa Fe
MICHAEL RODRIGUEZ (FACILITIES DIVISION DIRECTOR)
Po Box 909, 2651 Siringo Rd, Building E
Santa Fe NM 87504

Cost Proposal Project Name: ***WATER STREET RESTROOMS***
State Pricing Agreement
Procurement Contract: *(SPA)*
Email address: MRRODRIGUEZ1@SANTAFENM.
Telephone # (505) 699-7574

Physical Job Address: *100 EAST WATER STREET, SANTA FE NM 87501*
Preliminary Schematics provided by: *NA*

Scope of Work:
FacilityBUILD Inc. will provide design and construction necessary to build new restroom facility in the Water Street Parking Lot.

Includes:
The new design by FacilityBUILD Inc. will encompass as needed; design, historical review, construction, prevailing wages; performance and payment bonds; insurance; and permits, - Unless specifically excluded in the scope of work:

Clarifications:
Final cost to be based upon final construction documents.
Contracted Utilizing FacilityBUILD's Statewide Price Agreement #90-000-19-00057
The design and construction of the project will target the budget of $544,500.00 including tax.
No soils report was provided, one may be required to complete the design.
All items on the initial scope conversation are subject to revision, modification or elimination from the new scope of work.
In the event this project falls under Historical guidelines the designs may need historical society review and approval.
All revisions in scope will be subject to the owners review and approval.

		Design & Construction Cost Not to Exceed	**$502,132.57**
NM GRT @	City of Santa Fe	*8.4375%*	**$42,367.44**
		TOTAL	**$544,500.00**

FacilityBUILD's Authorized Signature: _____ *date* _____
Renier Long *rlong@facilitybuild.com*

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: *WATER STREET RESTROOMS*

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

GSD/PD (Rev. 3/17/14)

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendors:
42 Vendors - See Page 6

Telephone No. _____

Price Agreement Number: 90-000-19-00057

Payment Terms: See page 6

F.O.B.: **Destination**

Delivery: See page 6

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested.

Procurement Specialist: Michael Saavedra

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

Term: **July 18, 2019 – July 17, 2020**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 07/18/2019

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
MS

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor, 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 State shall determine that the supplies or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency 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. Termination of this Contract, however, shall not affect any outstanding orders. This

provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

Awarded Vendors:

(AA) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Payment Terms: Net 30 Days
Delivery: Per Contract Specs.

(AB) 0000107401
All-Rite Construction, Inc.
DBA Ritecon
539 Oliver Ross Dr. NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30
Delivery: Destination

(AC) 0000054601
Anchorbuilt Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
Ray.zamora@anchorbuilt.com

Payment Terms: Net 30
Delivery: As Requested

(AD) 0000097177
APIC Solutions, Inc.
5550 Midway Park Place NE
Albuquerque, NM 87109
505-345-1381
orders@apicnm.com

Payment Terms: Net 30
Delivery: As Requested

(AE) 0000131239
Archuleta Restoration & Remodel
3 Otto Rd.
Santa Fe, NM 87508
505-473-2848
mark@archuletarestore.com

Payment Terms: Net 30
Delivery: As Requested

(AF) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days
Delivery: F.O.B. Destination

(AG) 0000051157
Blue Sky Builders, Inc.
PO Box 608
Espanola, NM
505-753-5907
rob@blueskybuilders-inc.com / richard@blueskybuilders-inc.com

Payment Terms: NET30
Delivery: As Requested

(AH) 0000046029
Bradbury Stamm Construction, Inc.
7110 2nd Street NW
Albuquerque, NM 87107
505-765-1200
cschultz@bradburystamm.com / bids@bradburystamm.com

Payment Terms: Net 30
Delivery: F.O.B. Destination

(AI) 0000051994
Classic Industries, Inc.
P.O. Box 434
Dona Ana
575-523-2053
Classic.industries@comcast.net

Payment Terms: Net 30
Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net / samia.CBNM@comcast.net

Payment Terms: Net 30
Delivery: As Requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30
Delivery: As Requested

(AL) 0000049445
ESA Construction, Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107
505-884-2171
spannell@esaconstruction.com

Payment Terms: Net 30
Delivery: As required by contracts or purchase orders

(AM) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30
Delivery: As requested by Owner

(AN) 0000043596
First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
everett@firstmesa.net

Payment Terms: Net 30 days
Delivery: First Mesa Construction, Inc.

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-425-7578
jimfranken@frankenconstruction.com

Payment Terms: Net 30 days
Delivery: 1025 Douglas Avenue
Las Vegas, NM 87701

(AP) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30
Delivery: As requested

(AQ) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30
Delivery: As requested

(AR) 0000009550
GranCor Enterprises, Inc.
2121 Menaul Blvd. NE
Albuquerque, NM 87107
505-872-0005
jeremiaha@grancor.com / mariac@grancor.com

Payment Terms: Net 30
Delivery: Construction Site

(AS) 0000052470
HEI, Inc.
PO Box 3130
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30
Delivery: F.O.B. Destination

(AT) 0000046616
Highland Enterprises, Inc.
P.O. Box 2409
Las Cruces, NM 88004
575-524-3551
hei@highlandnm.com

Payment Terms: 0% discount. Invoice due within 21 Days
Delivery: Project Location

(AU) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 days
Delivery: As Requested, FOB Destination

(AV) 0000046321
Jack B. Henderson Coustruction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21
Delivery: 501 Eubank Blvd. SE
Albuquerque, NM 87123

(AW) 0000087051
La Mesilla Construction, LLC
98 County Road 119
Espanola, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 30 days
Delivery: Per Owner's Request

(AX) 0000055206
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com / nick@lonemountain.com

Payment Terms: Net 30
Delivery: 125 Bosque Farms Blvd.
Bosque Farms, NM 87068

(AY) 0000050594
Longhorn Construction Services, Inc
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net / samlcs@comcast.net

Payment Terms: 30 Days
Delivery: FOB job site

(AZ) 0000011272
Mechanical Controls Solutions
DBA/MCS Co.
4020 Vassar Dr NE Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45
Delivery: As Requested

(BA) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions
Delivery: 1207 Scoggins
Las Cruces, NM 88005

(BB) 0000142244
MVT Contracting, LLC
P.O. Box 1212
Espanola, NM 87532
505-470-0498
MVT0498@yahoo.com

Payment Terms: 30 DAYS
Delivery: F.O.B. is EA. Project Site

(BC) 0000047175
National Roofing Company, Inc.
3408 Columbia Dr. NE
Albuquerque, NM 87107
505-883-3000
Jackson@nationalroofing.com

Payment Terms: Net 30 days
Delivery: As requested

(BD) 0000090738
Nieto Custom Builders
428 Condi Ln
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days
Delivery: Open

(BE) 0000138553
Nine Degrees Construction, LLC.
101 Maguey Ct. Suite 2
Sunland Park, NM 88063
915-526-8739
cesarm@nine-degrees.com

Payment Terms: Net 21
Delivery: As Requested

(BF) 0000114869
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30
Delivery: Destination

(BG) 0000132517
R and M Construction LLC
P.O. Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30
Delivery: e-mail or US Mail

(BH) 0000142264
Red Seven Electric
50 Manzano Rd
Los Lunas, NM 87031
505-733-7777
mmedina@redsevenelectric.com

Payment Terms: Net 30
Delivery: As requested by NM State Purchasing Agent

(BI) 0000072052
Reineke Construction, LLC
75 Canyon Rd
Sandia Park, NM 87047
505-270-6866
mreineke@earthlink.net

Payment Terms: Net 30
Delivery: as requested

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00057

(BJ) 0000046339
Tresco Inc.
1800 Copper Loop
Las Cruces, NM 88005
575-528-2218
gblock@trescoinc.org / cboston@trescoinc.org

Payment Terms: Net 30
Delivery: Based on customer request

(BK) 0000079533
Unified Contractor, Inc.
P.O. Box 93984
Albuquerque, NM 87199
505-350-3324
info@unifiedcontractor.com / ivan@unifiedcontractor.com

Payment Terms: Net 30
Delivery: As Requested

(BL) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
c.mcmahan@weilconstruction.com / chris@weilconstruction.com

Payment Terms: Net 30
Delivery: Destination

(BM) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458
westernmechanical@hotmail.com

Payment Terms: 30 Days
Delivery: Hand Delivery

(BN) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after submission
Delivery: FOB Project Jobsite or WSCI Office

(BO) 0000142246
Winter Finishes, LLC
3424 Stanford Drive NE
Albuquerque, NM 87107
505-259-4576
doug@winterfinishes.com

Payment Terms: Net 30 Days
Delivery: 3424 Stanford Drive NE
Albuquerque, NM 87107

(BP) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com / ricky@wwrcinc.com

Payment Terms: net 30 days
Delivery: as requested

The State of New Mexico wishes to establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

Compensation Caps:
The total cost of **each project**, including applicable gross receipts tax, shall not exceed One Million Dollars **($1,000,000.00)**. This cap includes all change orders associated with the project.

The total cap for **this Statewide Price Agreement** is **Ten Million ($10,000,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

There will be multiple Contractors awarded as a result of this solicitation.

The Contractor **MUST** report all work issued under this Price Agreement to State Purchasing Division every quarter so that the cap thresholds can be monitored. If no Purchase Orders (PO) have been issued for the year, a report must still be sent in before the renewal date. A copy of approved POs must be sent as well as a summary spreadsheet for the quarter. The spreadsheet shall contain the following columns:

- Name of entity issuing the PO
- Date of the PO
- PO number
- project name
- dollar amount of the PO

Failure to do so will result in the yearly renewal of the Price Agreement being denied. Quarterly Spreadsheets MUST be sent to Michael Saavedra at Michael.Saavedra@state.nm.us.

When the total cap of ten million ($10,000,000) for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to

authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s).

Other:

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

Contractor shall provide the following information:

Contractor's New Mexico license no.: _____

Contractor's classification no.: _____

State tax identification no.: _____

Public Works Registration Number*: _____

*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors

When submitting a bid for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. The using agency may reject any bid that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement.

For questions, contact Michael Saavedra, State Purchasing Division, at (505) 827-0610.

Scope of Work:
Contractors will be contacted on an as needed basis to perform work associated with this Price Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be "licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards, if possible.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor's licenses for their work.

Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/ systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with him at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall not include New Mexico gross receipts tax or local option tax (es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

Request for Quote (RFQ):
Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the

space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punchlist work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted response to the RFQ. Any change orders to the project scope will require an additional RFQ with backup materials and labor costs.

All subcontractor quotes shall be broken down by labor and materials costs and the Contractor shall be allowed a maximum of eight percent (8%) markup for its administrative costs. Overall markup for General Conditions which includes project management, home office overhead, and other off site expenses will be limited to a maximum of ten percent (10%). Direct site expenses/overhead such as temporary toilets, fencing, scaffolding, equipment rental, dumpsters and other preapproved expenses will be allowed on a project by project basis.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a contractor based on the quotes.

When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's standards will be discussed and taken into consideration when proposing replacement units or systems.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency.

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to

commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may immediately cancel this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, will be prosecuted.

Using Agency's obligations:

- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, the taking of any progress photographs of the work and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to insure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

OTHER CONSTRUCTION RELATED TERMS AND CONDITIONS:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Price Agreement.

Change Orders (CO) by Purchase Order:
The need for any modifications, for additional work or for credit for work not performed, shall be accomplished and approved in advance by the contracting officer of the Using Agency by issuing a Change Order.

The RFQ may be amended by mutual agreement of the Using Agency and the Contractor upon written notice by either party to the other. Changes in the Work may be accomplished after execution of another Purchase Order without invalidating the original or all previous Purchase Orders. Any material change in the Work or Time requires a Change Order that has been finalized by agreement by the Using Agency and based on final accepted proposal from the Contractor. The only time that a superintendent's labor costs can be added to a Change Order are if there is an resultant time extension involved as supported by the effect to the critical path of the project work. This is based on the assumption that the superintendent is onsite for the project duration.

If the Agencies propose to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the notice, have the option to terminate the Project or to agree to the reduced funding.

Mediation:
Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:
If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

A. The Contractor shall provide and maintain an inspection system acceptable to the Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
B. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
C. If the Using Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
D. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Using Agency may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
   (2) cancel the Purchase Order for default.
F. Services include services performed, workmanship, and material furnished or utilized in the performance of services.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:
The Using Agency may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Using Agency may determine. The Purchase Order sum and time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the Purchase Order sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Purchase Order remedy. Any change in Total Compensation must be reflected in another Purchase Order executed.

Time Extension Costs:
Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work: If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:
The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary / toilet facilities, etc. for each day added.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:
A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:
A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:
A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a

GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:

1. report date and who prepared the report;
2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their number of workers, work location, total man hours that day for each company;
4. equipment - type, source, units of work done, location of work, hour meter reading;
5. material brought to site - description, units, quantity, quality, location, time;
6. visitors to site - name, company, time;
7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

a. Work associated with Punch List(s);
b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
f. delivery of all warranties required by the Work;
g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
h. completed Operations Liability insurance policy certificate, if applicable;
i. training of staff on all applicable building systems;
j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
k. utility transfer to User/Using Agency;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work, for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied.

Payment Provisions:
Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:
Hourly rates are requested for the three (3) levels of personnel. **All items for pricing must be filled in**. If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:
Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification will be permitted.

Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Enter an amount even if it appears that none will be needed.

Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then 100 miles will be subtracted in order to compute the allowable daily trip mileage for each project.

Hours Worked

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for "Regular Hours".

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones. The intent in the bid tabulation is to add up all of the items in order to determine the low bidder. However, the State reserves the right to use any combination that is in the best interest of the State.

Zone ONE: San Juan, McKinley counties
Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.
Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.
Zone FIVE: Chavez, Eddy, Lea counties
Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

If the Contractor is bidding on multiple zones, it shall indicate applicable prices per zone where the work would be performed. See attached work zone map to determine zones bidding.

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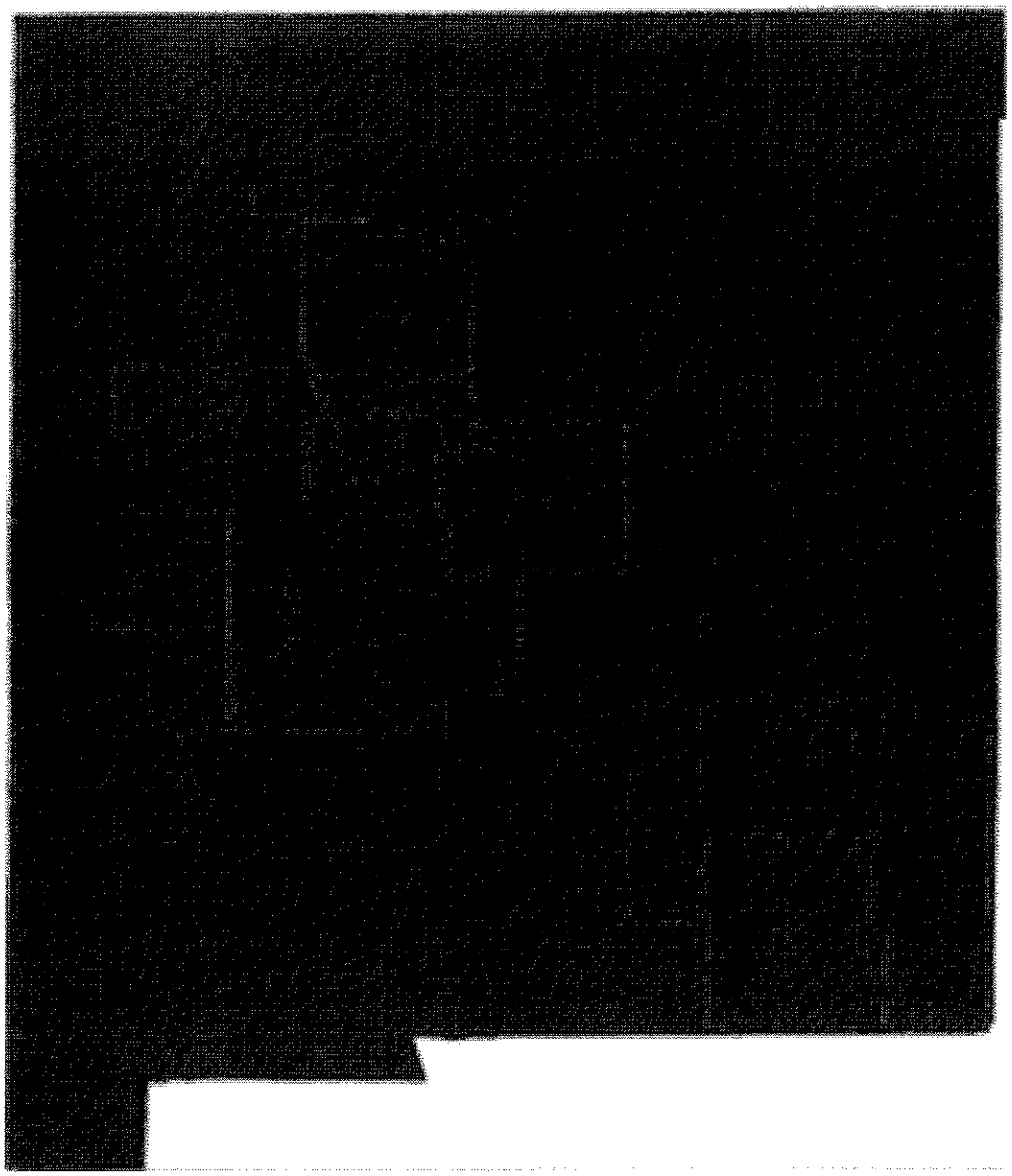

Projects UNDER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
001	1	Hr.	Superintendent, regular hours			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AB)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AC)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$74.50			$74.50	$74.50	$74.50
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)		$63.25				
(AH)	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)	$78.00	$68.00			$88.00	$88.00
(AL)		$55.63	$55.63	$55.63	$55.63	
(AM)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AN)	$76.13	$76.13	$73.96	$78.30	$78.30	$76.13
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AQ)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AR)	$89.63	$89.63	$89.63	$89.63	$89.63	$89.63
(AS)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AT)	$63.49	$63.49	$61.50	$57.54	$61.50	$63.49
(AU)		$68.00	$68.00			
(AV)	$62.87	$60.70	$58.54	$62.87	$65.04	$60.70
(AW)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AX)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AY)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(AZ)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BA)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BB)		$31.05	$31.05			
(BC)	$85.00			$85.00	$85.00	$85.00
(BD)	$67.97	$67.97	$64.26	$71.67	$75.40	$67.97
(BE)			$61.25	$51.75	$56.50	
(BF)	$69.00	$69.00	$65.00	$69.00	$75.00	$69.00
(BG)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BH)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(BI)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BJ)				$98.80		
(BK)	$57.03	$57.03	$57.03			$57.03
(BL)	$65.76	$65.76	$65.76	$65.76	$65.76	$65.76
(BM)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BN)	$90.00				$80.00	
(BO)	$53.55	$53.55	$53.55	$53.55		$53.55
(BP)	$97.00				$82.00	$72.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00057

Projects UNDER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
002	1	Hr.	Superintendent, after hours			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AB)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AC)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$110.75			$110.75	$110.75	$110.75
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)		$94.88				
(AH)	$157.50	$157.50	$157.50	$157.50	$157.50	$157.50
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)	$117.00	$102.00			$132.00	$132.00
(AL)		$55.63	$55.63	$55.63	$55.63	
(AM)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AN)	$114.20	$114.20	$110.94	$117.45	$117.45	$114.20
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AR)	$89.63	$89.63	$89.63	$89.63	$89.63	$89.63
(AS)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AT)	$95.20	$95.20	$92.26	$86.30	$92.26	$95.23
(AU)		$72.00	$72.00			
(AV)	$84.48	$81.57	$78.66	$84.48	$87.39	$81.57
(AW)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AX)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AY)	$78.00	$78.00	$78.00	$78.00	$78.00	$78.00
(AZ)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BA)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BB)		$46.58	$46.58			
(BC)	$105.00			$105.00	$105.00	$105.00
(BD)	$70.97	$70.97	$67.26	$74.67	$78.40	$70.97
(BE)			$91.88	$77.63	$84.75	
(BF)	$103.50	$103.50	$97.50	$103.50	$112.50	$103.50
(BG)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(BH)	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00
(BI)	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
(BJ)				$98.80		
(BK)	$57.03	$57.03	$57.03			$57.03
(BL)	$65.76	$65.76	$65.76	$65.76	$65.76	$65.76
(BM)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BN)	$190.00				$125.00	
(BO)	$80.32	$80.32	$80.32	$80.32		$80.32
(BP)	$144.00				$120.00	$105.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00057

Projects UNDER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$86.00			$86.00	$86.00	$86.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)		$63.25				
(AH)	$55.00	$55.00	$55.00	$55.00	$65.00	$55.00
(AI)			$48.26	$47.26	$47.26	$48.26
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)	$74.00	$64.00			$84.00	$84.00
(AL)		$46.55	$46.55	$46.55	$46.55	
(AM)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AN)	$73.50	$73.50	$71.40	$75.60	$75.60	$73.50
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$41.85	$41.85	$41.85	$41.85	$41.85	$41.85
(AS)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AT)	$36.43	$36.43	$35.30	$33.02	$35.30	$36.43
(AU)		$48.00	$48.00			
(AV)	$58.89	$56.93	$54.96	$58.89	$60.85	$56.93
(AW)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AX)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AY)	$56.00	$56.00	$56.00	$56.00	$56.00	$56.00
(AZ)	$60.25	$60.25	$60.25	$60.25	$60.25	$60.25
(BA)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BB)		$25.18	$25.18			
(BC)	$75.00			$75.00	$75.00	$75.00
(BD)	$54.88	$54.88	$51.79	$57.97	$61.06	$54.88
(BE)			$42.00	$34.50	$39.25	
(BF)	$64.00	$64.00	$61.00	$64.00	$69.00	$64.00
(BG)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BI)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BJ)				$90.00		
(BK)	$45.35	$45.35	$45.35			$45.35
(BL)	$57.54	$57.54	$57.54	$57.54	$57.54	$57.54
(BM)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BN)	$80.00				$70.00	
(BO)	$51.25	$51.25	$51.25	$51.25		$51.25
(BP)	$86.00				$73.00	$65.00

State of New Mexico
General Services Department
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Projects UNDER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
004	1	Hr.	Journeyman or Experienced Worker, after hours worked			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AB)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AC)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$122.00			$122.00	$122.00	$122.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)		$94.88				
(AH)	$82.50	$82.50	$82.50	$82.50	$97.50	$82.50
(AI)			$64.50	$63.50	$63.50	$64.50
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)	$111.00	$96.00			$126.00	$126.00
(AL)		$46.55	$46.55	$46.55	$46.55	
(AM)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AN)	$110.25	$110.25	$107.20	$113.40	$113.40	$110.25
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$60.92	$60.92	$60.92	$60.92	$60.92	$60.92
(AS)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AT)	$54.65	$54.65	$52.94	$49.53	$52.94	$54.65
(AU)		$52.00	$52.00			
(AV)	$75.72	$73.11	$70.50	$75.72	$78.33	$73.11
(AW)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AX)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AY)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AZ)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BA)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BB)		$37.78	$37.78			
(BC)	$95.00			$95.00	$95.00	$95.00
(BD)	$57.88	$57.88	$54.79	$60.97	$64.06	$57.88
(BE)			$63.00	$51.75	$58.88	
(BF)	$96.00	$96.00	$91.50	$96.00	$103.50	$96.00
(BG)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(BH)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BI)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(BJ)				$110.00		
(BK)	$64.33	$64.33	$64.33			$64.33
(BL)	$86.31	$86.31	$86.31	$86.31	$86.31	$86.31
(BM)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BN)	$180.00				$115.00	
(BO)	$76.88	$76.88	$76.88	$76.88		$76.88
(BP)	$125.00				$110.00	$97.00

State of New Mexico
General Services Department
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Projects UNDER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
005	1	Hr.	Laborer, regular hours worked			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AB)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AC)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(AD)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AE)	$42.06			$42.06	$42.06	$42.06
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)		$32.00				
(AH)	$39.00	$39.00	$39.00	$39.00	$49.00	$39.00
(AI)			$35.27	$34.27	$34.27	$35.27
(AJ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AK)	$72.00	$62.00			$82.00	$82.00
(AL)		$29.56	$29.56	$29.56	$29.56	
(AM)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AN)	$52.50	$52.50	$51.00	$54.00	$54.00	$52.50
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AQ)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AR)	$38.94	$38.94	$38.94	$38.94	$38.94	$38.94
(AS)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AT)	$30.92	$30.92	$29.95	$28.02	$29.95	$30.92
(AU)		$26.00	$26.00			
(AV)	$43.79	$42.28	$40.77	$43.79	$45.30	$42.28
(AW)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AX)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AY)	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00
(AZ)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(BA)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BB)		$22.43	$22.43			
(BC)	$65.00			$65.00	$65.00	$65.00
(BD)	$43.10	$43.10	$40.91	$45.40	$47.68	$43.10
(BE)			$33.75	$24.75	$29.50	
(BF)	$42.00	$42.00	$40.00	$42.00	$47.00	$42.00
(BG)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BH)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(BI)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(BJ)				$77.63		
(BK)	$33.67	$33.67	$33.67			$33.67
(BL)	$26.45	$26.45	$26.45	$26.45	$26.45	$26.45
(BM)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BN)	$60.00				$50.00	
(BO)	$34.41	$34.41	$34.41	$34.41		$34.41
(BP)	$64.00				$55.00	$48.00

State of New Mexico
General Services Department
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Projects UNDER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
006	1	Hr.	Laborer, after hours worked			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AC)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AD)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AE)	$52.02			$52.02	$52.02	$52.02
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)		$48.01				
(AH)	$58.50	$58.50	$58.50	$58.50	$73.50	$58.50
(AI)			$45.01	$44.01	$44.01	$45.01
(AJ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AK)	$108.00	$93.00			$123.00	$123.00
(AL)		$29.56	$29.56	$29.56	$29.56	
(AM)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AN)	$78.75	$78.75	$76.50	$81.00	$81.00	$78.75
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$56.88	$56.88	$56.88	$56.88	$56.88	$56.88
(AS)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AT)	$46.37	$46.37	$44.92	$42.02	$44.92	$46.37
(AU)		$28.00	$28.00			
(AV)	$59.80	$57.74	$55.67	$59.80	$61.86	$57.74
(AW)	$37.00	$37.00	$37.00	$37.00	$37.00	$37.00
(AX)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AY)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AZ)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BA)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BB)		$33.63	$33.63			
(BC)	$85.00			$85.00	$85.00	$85.00
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)			$50.63	$37.13	$44.25	
(BF)	$63.00	$63.00	$60.00	$63.00	$70.50	$63.00
(BG)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BH)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(BI)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BJ)				$77.63		
(BK)	$46.81	$46.81	$46.81			$46.81
(BL)	$39.68	$39.68	$39.68	$39.68	$39.68	$39.68
(BM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BN)	$160.00				$100.00	
(BO)	$51.62	$51.62	$51.62	$51.62	$51.62	$51.62
(BP)	$96.00				$82.00	$74.00

State of New Mexico
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Projects OVER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
007	1	Hr.	Superintendent, regular hours worked			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AB)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AC)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$98.80			$98.80	$98.80	$98.80
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)		$63.25				
(AH)	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)	$78.00	$68.00			$88.00	$88.00
(AL)		$55.63	$55.63	$55.63	$55.63	
(AM)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AN)	$72.97	$72.97	$70.89	$75.04	$75.04	$72.97
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AQ)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AR)	$89.63	$89.63	$89.63	$89.63	$89.63	$89.63
(AS)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AT)	$63.49	$63.49	$61.51	$57.54	$61.51	$63.49
(AU)		$72.00	$72.00			
(AV)	$60.70	$58.54	$56.37	$60.70	$62.87	$58.54
(AW)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AX)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AY)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(AZ)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BA)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BB)		$55.48	$55.48			
(BC)	$105.00			$105.00	$105.00	$105.00
(BD)	$77.97	$77.97	$74.26	$81.67	$85.40	$77.97
(BE)			$71.50	$60.75	$65.25	
(BF)	$69.00	$69.00	$65.00	$69.00	$75.00	$69.00
(BG)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BH)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BI)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BJ)				$98.80		
(BK)	$65.79	$65.79	$65.79			$65.79
(BL)	$65.76	$65.76	$65.76	$65.76	$65.76	$65.76
(BM)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BN)	$90.00				$80.00	
(BO)	$53.55	$53.55	$53.55	$53.55	$53.55	$53.55
(BP)	$110.00				$93.00	$88.00

State of New Mexico
General Services Department
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Projects OVER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
008	1	Hr.	Superintendent, after hours worked			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AB)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AC)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$136.60			$136.60	$136.60	$136.60
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)		$94.88				
(AH)	$157.50	$157.50	$157.50	$157.50	$157.50	$157.50
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)	$117.00	$102.00			$132.00	$132.00
(AL)		$55.63	$55.63	$55.63	$55.63	
(AM)	$92.00	$92.00	$92.00	$92.00	$92.00	$92.00
(AN)	$109.46	$109.46	$106.34	$112.56	$112.56	$109.46
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AR)	$89.63	$89.63	$89.63	$89.63	$89.63	$89.63
(AS)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AT)	$95.24	$95.24	$92.25	$86.31	$92.26	$95.23
(AU)		$75.00	$75.00			
(AV)	$81.57	$78.66	$75.74	$81.57	$84.48	$78.66
(AW)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AX)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AY)	$78.00	$78.00	$78.00	$78.00	$78.00	$78.00
(AZ)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BA)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BB)		$83.21	$83.21			
(BC)	$125.00			$125.00	$125.00	$125.00
(BD)	$80.97	$80.97	$77.76	$84.97	$88.40	$80.97
(BE)			$107.25	$91.13	$97.88	
(BF)	$103.50	$103.50	$97.50	$103.50	$112.50	$103.50
(BG)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(BH)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BI)	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
(BJ)				$98.80		
(BK)	$65.79	$65.79	$65.79			$65.79
(BL)	$65.76	$65.76	$65.76	$65.76	$65.76	$65.76
(BM)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BN)	$190.00				$125.00	
(BO)	$80.32	$80.32	$80.32	$80.32		$80.32
(BP)	$155.00				$130.00	$120.00

State of New Mexico
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Projects OVER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
009	1	Hr.	Journeyman or Experienced Worker, regular hours worked			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AC)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AD)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AE)	$98.00			$98.00	$98.00	$98.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)		$63.25				
(AH)	$55.00	$55.00	$55.00	$55.00	$65.00	$55.00
(AI)			$72.62	$71.62	$72.62	$72.62
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)	$74.00	$64.00			$84.00	$84.00
(AL)		$47.87	$47.87	$47.87	$47.87	
(AM)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AN)	$70.44	$70.44	$68.43	$72.45	$72.45	$70.44
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$47.87	$47.87	$47.87	$47.87	$47.87	$47.87
(AS)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AT)	$54.02	$54.02	$52.33	$48.95	$52.33	$54.02
(AU)		$65.00	$65.00			
(AV)	$56.93	$54.96	$53.00	$56.93	$58.89	$54.96
(AW)	$48.00	$48.00	$48.00	$48.00	$48.00	$48.00
(AX)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AY)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AZ)	$60.25	$60.25	$60.25	$60.25	$60.25	$60.25
(BA)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BB)		$48.33	$48.33			
(BC)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BD)	$64.88	$64.88	$61.79	$67.97	$71.06	$64.88
(BE)			$60.50	$51.25	$55.75	
(BF)	$74.00	$74.00	$70.00	$74.00	$79.00	$74.00
(BG)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BH)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BI)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BJ)				$90.00		
(BK)	$58.52	$58.52	$58.52			$58.52
(BL)	$57.54	$57.54	$57.54	$57.54	$57.54	$57.54
(BM)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BN)	$80.00				$70.00	
(BO)	$51.25	$51.25	$51.25	$51.25		$51.25
(BP)	$125.00				$105.00	$97.00

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Projects OVER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
010	1	Hr.	Journeyman or Experienced Worker, after hours worked			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AB)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AC)	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00
(AD)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AE)	$128.00			$128.00	$128.00	$128.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)		$94.88				
(AH)	$82.50	$82.50	$82.50	$82.50	$97.50	$82.50
(AI)			$100.04	$98.54	$100.04	$101.04
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)	$111.00	$96.00			$126.00	$126.00
(AL)		$71.81	$71.81	$71.81	$71.81	
(AM)	$96.00	$96.00	$96.00	$96.00	$96.00	$96.00
(AN)	$105.66	$105.66	$102.65	$108.68	$108.68	$105.66
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$67.83	$67.83	$67.83	$67.83	$67.83	$67.83
(AS)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AT)	$81.03	$81.03	$78.50	$73.43	$78.49	$81.03
(AU)		$68.00	$68.00			
(AV)	$73.11	$70.50	$67.89	$73.11	$75.72	$70.50
(AW)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AX)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AY)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AZ)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BA)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BB)		$72.50	$72.50			
(BC)	$115.00			$115.00	$115.00	$115.00
(BD)	$67.88	$67.88	$64.79	$70.97	$74.06	$67.88
(BE)			$90.75	$76.88	$83.63	
(BF)	$110.00	$110.00	$105.00	$110.00	$115.00	$110.00
(BG)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(BH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(BI)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(BJ)				$110.00		
(BK)	$76.10	$76.10	$76.10			$76.10
(BL)	$86.31	$86.31	$86.31	$86.31	$86.31	$86.31
(BM)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BN)	$180.00				$115.00	
(BO)	$76.88	$76.88	$76.88	$76.88		$76.88
(BP)	$165.00				$150.00	$145.00

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Projects OVER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
011	1	Hr.	Laborer, regular hours worked			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AC)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(AD)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AE)	$48.00			$48.00	$48.00	$48.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)		$40.20				
(AH)	$39.00	$39.00	$39.00	$39.00	$49.00	$39.00
(AI)			$47.03	$41.23	$47.03	$48.03
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)	$72.00	$62.00			$82.00	$82.00
(AL)		$32.39	$32.39	$32.39	$32.39	
(AM)	$56.00	$56.00	$56.00	$56.00	$56.00	$56.00
(AN)	$50.32	$50.32	$48.88	$51.75	$51.75	$50.32
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AQ)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AR)	$38.83	$38.83	$38.83	$38.83	$38.83	$38.83
(AS)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AT)	$39.33	$39.33	$38.10	$35.65	$38.10	$39.33
(AU)		$40.00	$40.00			
(AV)	$42.28	$40.77	$39.26	$42.28	$43.79	$40.77
(AW)	$34.00	$34.00	$34.00	$34.00	$34.00	$34.00
(AX)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AY)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AZ)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(BA)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BB)		$26.78	$26.78			
(BC)	$85.00			$85.00	$85.00	$85.00
(BD)	$48.10	$48.10	$45.91	$50.40	$52.68	$48.10
(BE)			$40.25	$32.00	$35.75	
(BF)	$45.00	$45.00	$42.00	$45.00	$49.00	$45.00
(BG)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(BH)	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00
(BI)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(BJ)				$77.63		
(BK)	$39.19	$39.19	$39.19			$39.19
(BL)	$26.45	$26.45	$26.45	$26.45	$26.45	$26.45
(BM)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BN)	$60.00				$50.00	
(BO)	$34.41	$34.41	$34.41	$34.41		$34.41
(BP)	$80.00				$68.00	$62.00

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Projects OVER Sixty Thousand ($60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
012	1	Hr.	Laborer, after hours worked			
	Unit Price					
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AB)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AC)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AD)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AE)	$64.00			$64.00	$64.00	$64.00
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)		$60.28				
(AH)	$58.50	$58.50	$58.50	$58.50	$73.50	$58.50
(AI)			$63.16	$61.86	$63.16	$64.16
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)	$108.00	$93.00			$123.00	$123.00
(AL)		$32.39	$32.39	$32.39	$32.39	
(AM)	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00
(AN)	$75.48	$75.48	$73.32	$77.63	$77.63	$75.48
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$55.35	$55.35	$55.35	$55.35	$55.35	$55.35
(AS)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AT)	$59.00	$59.00	$57.15	$53.46	$57.15	$59.00
(AU)		$42.00	$42.00			
(AV)	$57.74	$55.67	$53.61	$57.74	$59.80	$55.67
(AW)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AX)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AY)	$56.00	$56.00	$56.00	$56.00	$56.00	$56.00
(AZ)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BA)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BB)		$40.17	$40.17			
(BC)	$105.00			$105.00	$105.00	$105.00
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)			$60.38	$48.00	$53.48	
(BF)	$67.50	$67.50	$63.00	$67.50	$73.50	$67.50
(BG)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BH)	$34.00	$34.00	$34.00	$34.00	$34.00	$34.00
(BI)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BJ)				$77.63		
(BK)	$50.94	$50.94	$50.94			$50.94
(BL)	$39.68	$39.68	$39.68	$39.68	$39.68	$39.68
(BM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BN)	$160.00				$100.00	
(BO)	$51.62	$51.62	$51.62	$51.62		$51.62
(BP)	$120.00				$100.00	$95.00

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Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting

Vendor	Unit Price
(AA)	$65.00
(AB)	$250.00
(AC)	$69.00
(AD)	$75.00
(AE)	$124.50
(AF)	$60.00
(AG)	$122.36
(AH)	$150.00
(AI)	$78.30
(AJ)	$125.00
(AK)	$125.00
(AL)	$0.00
(AM)	$90.00
(AN)	$90.00
(AO)	$50.00
(AP)	$0.00
(AQ)	$0.00
(AR)	$96.03
(AS)	$75.00
(AT)	$80.00
(AU)	$68.00
(AV)	$65.04
(AW)	$75.00
(AX)	$50.82
(AY)	$75.00
(AZ)	$65.00
(BA)	$18.50
(BB)	$85.00
(BC)	$85.00
(BD)	$75.00
(BE)	$115.00
(BF)	$45.00
(BG)	$75.00
(BH)	$85.00
(BI)	$100.00
(BJ)	$98.80
(BK)	$73.91
(BL)	$73.98
(BM)	$70.00
(BN)	$400.00
(BO)	$50.00
(BP)	$70.00

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Item	Approx. Qty.	Unit	Article and Description
014	1	Hr.	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	Unit Price
(AA)	0%
(AB)	5%
(AC)	0.00%
(AD)	0%
(AE)	0.00%
(AF)	-10%
(AG)	0%
(AH)	0.00%
(AI)	2%/10 net 30
(AJ)	2%
(AK)	0.00%
(AL)	0%
(AM)	0.00%
(AN)	0.00%
(AO)	0.00%
(AP)	0.00%
(AQ)	0.00%
(AR)	0%
(AS)	0%
(AT)	0%
(AU)	0%
(AV)	0.00%
(AW)	0%
(AX)	0%
(AY)	0%
(AZ)	0.10%
(BA)	5%
(BB)	1%
(BC)	0.00%
(BD)	0%
(BE)	.01%
(BF)	0.00%
(BG)	0.00%
(BH)	10%
(BI)	0%
(BJ)	0%
(BK)	0%
(BL)	0%
(BM)	15%
(BN)	0%
(BO)	0.00%
(BP)	0.00%

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Item	Approx. Qty.	Unit	Article and Description
015	1	Hr.	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.

Vendor	Unit Price
(AA)	$125.00
(AB)	$150.00
(AC)	$100.00
(AD)	$150.00
(AE)	$30.00
(AF)	$120.00
(AG)	$100.00
(AH)	$150.00
(AI)	$149.00
(AJ)	$97.28
(AK)	$140.00
(AL)	$120.00
(AM)	$169.25
(AN)	$125.00
(AO)	$115.00
(AP)	$125.00
(AQ)	$125.00
(AR)	$142.18
(AS)	$100.00
(AT)	$149.00
(AU)	$130.00
(AV)	$150.00
(AW)	$85.00
(AX)	$121.00
(AY)	$126.00
(AZ)	$20.00
(BA)	$159.00
(BC)	$125.00
(BD)	$164.00
(BE)	$25.00
(BF)	$95.00
(BG)	$120.00
(BH)	$90.00
(BI)	$100.00
(BJ)	$186.00
(BK)	$152.00
(BL)	$100.00
(BM)	$130.00
(BN)	$200.00
(BO)	$110.00
(BP)	$70.00

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Item	Article and Description				
016	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.				
Vendor	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	2318 Roldan Drive	Advanced Environmental Solutions, Inc.	2318 Roldan Drive	Belen, NM 87002	$1.25
(AB)	530 Oliver Ross Dr. NW	All-Rite Construction Inc.	539 Oliver Ross Dr. NW	Albuquerque, NM 87121	$0.00
(AC)	104 Sin Nombre Court NE	AnchorBuilt Inc.	104 Sin Nombre Court NE	Albuquerque, NM 87113	$0.95
(AD)	5550 Midway Park Place NE	APIC Solutions Inc.	5550 Midway Park Place NE	Albuquerque, NM 87109	$1.50
(AE)	3 Otto Rd	Archuleta Restoration & Remodel	3 Otto Rd	Santa Fe, NM 87508-4608	$0.96
(AF)	9720 Bell Avenue SE, Albuquerque, NM 87123	B & D Industries, Inc.	9720 Bell Avenue SE	Albuquerque, NM 87123	$0.45
(AG)	18635 US 84-285 Espanola, NM 87532	Blue Sky Builders, Inc.	PO Box 608	Espanola, NM 87532	$0.545
(AH)	7110 2nd Street NW Albuquerque, NM 87107	Bradbury Stamm Construction, Inc.	7110 2nd Street NW	Albuquerque, NM 87107	$0.60
(AI)	921 Bleimeyer Rd, Las Cruces, NM	Classic Industries, Inc.	P.O. Box 434	Dona Ana, NM 88032	$0.58
(AJ)	116 Veranda Rd. NW, Albuquerque, NM 87107	Consolidated Builders of NM LLC	PO Box 26785	Albuquerque, NM 87125	$0.58
(AK)	1308 Clark Road	Davenport Construction Mgmt LLC	141 Camino de las Crucitas	Santa Fe, NM 87501	$1.25
(AL)	3435 Girard Blvd. NE, ABQ, NM 87107 or 645 El Molino Blvd., Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE / 645 El Molino Blvd.	Albuquerque, NM 87107 / Las Cruces, NM 88005	$0.65
(AM)	5904 Florence Ave, NE	FacilityBUILD, Inc.	5904 Florence Ave, NE	Albuquerque, NM 87113	$1.70
(AN)	8819 2nd Street NW	First Mesa Construction, Inc.	P.O. Box 92258	Albuquerque, NM 87199-2258	*dump trucks $1.95 per mile; * service truck $1.55 per mile
(AO)	1025 Douglas Avenue, Las Vegas, NM 87701	Franken Construction Co., Inc.	1025 Douglas Avenue	Las Vegas, NM 87701	$0.95

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Vendor	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AP)	5935 Agua Fria, Santa Fe, NM 87507	GME General Building LLC	5935 Agua Fria	Santa Fe, NM 87507	$1.00
(AQ)	5935 Agua Fria, Santa Fe, NM 87507	GM Emulsion, LLC	5935 Agua Fria	Santa Fe, NM 87507	$1.00
(AR)	2121 Menaul Blvd. NE, Albuquerque, NM 87107	GranCor Enterprises, Inc.	2121 Menaul Blvd. NE	Albuquerque, NM 87107	$0.70
(AS)	3800 Vassar Dr. NE 87107	HEI, Inc.	3800 Vassar Dr. NE	Albuquerque, NM 87107	$1.50
(AT)	645 S. Compress Rd. Las Cruces, NM 88005	Highland Enterprises, Inc.	PO Box 240	Las Cruces, NM 88004	$0.57
(AU)	4425 Juan Tabo NE, #208	Handiwork, Inc.	4425 Juan Tabo NE, #208	Albuquerque, NM 87111	$0.85
(AV)	501 Eubank Blvd. SE, Alb, NM 87123	Jack B. Henderson Construction Co., Inc.	501 Eubank Blvd. SE, Alb, NM	Albuquerque, NM 87123	$0.50 per mile
(AW)	98 County Rd 119, Espanola, NM 87532	La Mesilla Construction, LLC	98 County Rd 119	Espanola, NM 8532	$0.65
(AX)	125 Bosque Farms Blvd.	Lone Mountain Contracting, Inc.	125 Bosque Farms Blvd.	Bosque Farms, NM 87068	$0.65
(AY)		Longhorn Construction Services, Inc	9208 Lona Lane NE	Albuquerque, NM 87111	$0.85
(AZ)	Attention: David (Mack) MacReady	Mechanical Controls Solutions	4020 Vassar Dr. NE, Suite E	Albuquerque, NM 87101	$0.75
(BA)	1207 Scoggins	Mevacon LLC	1207 Scoggins	Las Cruces, NM 88005	$1.57
(BB)	51 Private Dr 1142 Espanola, NM 87532	MVT Contracting, LLC	51 Private Dr. 1142	Espanola, NM 87532	$0.53/mile
(BC)	3408 Columbia Dr. NE, Albuquerque, NM 87107	National Roofing Company, Inc.	3408 Columbia Dr. NE	Albuquerque, NM 87107	$4.00
(BD)	428 Condi Ln	Nieto Custom Builders	428 Condi Ln	Corrales, NM 87048	$0.62
(BE)	101 Maguey Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguey Ct. Suite 2	Sunland Park, NM 88063	$0.55
(BF)	6301 4th Street NW, Suite 1	Pluma, LLC	6301 4th Street NW, Suite 1	Albuquerque, NM 87107	$0.58
(BG)	609 Baker Lane, Espanola, NM 87532	R and M Construction LLC	P.O. Box 1026	Alcalde, NM 87511	$0.545 Cents per mile
(BH)	50 Manzano Rd Los Lunas, NM 87031	Red Seven Electric	PO Box 181	Jarales, NM 87023	$1.15

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00057

Vendor	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(BI)	75 Canyon Rd.	Reineke Construction	75 Canyon Rd.	Sandia Park, NM 87047	$1.00 / mile
(BJ)	1800 Copper Loop	Tresco Inc.	1800 Copper Loop	Las Cruces, NM 88005	$0.55
(BK)	609 Broadway Blvs. NE, ABQ, NM 87102	Unified Contractor, Inc.	P.O. Box 93984	Albuquerque, NM 87199	$0.42
(BL)	3344 Princeton Dr. NE	Weil Construction, Inc.	3344 Princeton Dr. NE	Albuquerque, NM87107	$0.58
(BM)	3301 Girard Blvd NE	Western Mechanical HVAC & Plumbing	3301 Girard Blvd NE	Albuquerque, NM 87107	$1.25
(BN)	1700 10th Street, Alamogordo, NM 88310	White Sands Construction, Inc.	1700 10th Street	Alamogordo, NM 88310	$3.00
(BO)	3424 Stanford Drive NE, Albuquerque, NM 87107	Winter Finishes, LLC	3424 Stanford Drive NE	Albuquerque, NM 87107	$0.90 / mile
(BP)	1716 W 7th Clovis, NM 88101	WWRC, Inc.	1716 W. 7th	Clovis, NM 88101	$3.35

*** 16 Items Total ***

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/08/2020

ISSUE NO. 7R

Consideration of Resolution No. 2020-__: A Resolution Authorizing the Standard Process for Sale of Potable Water to Treated Effluent Customers in the Event Treated Effluent is Not Available; Directing the City to Pursue Alternative Methods and Actions to Increase Robustness and Dependability of Non-Potable Water Sources. (Councilors River and Abeyta) (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

COMMITTEE REVIEW

Governing Body (Scheduled) 06/10/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for further information on effluent water. Unanimously approved to forward to 6/10/2020 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico
Memorandum

Date: June 1, 2020

To: Public Utilities/Public Works Committee, Finance Committee, and Governing Body

Via: Marcos Martinez, Senior Assistant City Attorney

From: Shannon Jones, Public Utilities Director SJ

RE: A Resolution providing standard guidance for the sale of potable water to treated effluent customers in the event treated effluent is not available; Directing the City to pursue alternative methods and actions to increase robustness and dependability of non-potable water sources

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ITEM AND ISSUE

Customers of the City's treated effluent system currently have no regular supplemental backup water supply to maintain their assets during times when the Paseo Real Plant (Plant) is unable to provide water. The Resolution will establish a standard option for these customers to enter into a contract with the City to purchase potable water when treated effluent is unavailable.

BACKGROUND AND SUMMARY

Treated effluent users, including the Municipal Recreation Complex (MRC) (Marty Sanchez Links de Santa Fe Golf Course, soccer, rugby, and baseball fields), Swan Park, the Santa Fe Country Club, and the Downs, depend on treated effluent for their water supply. These users require nearly daily access to water to maintain their assets, primarily high-quality turf fields used for recreation. There are times when the Plant is unable to provide treated effluent to meet water demands necessary to sustain these turf assets.

The City is working on several measures to provide a supplemental non-potable backup water supply to users. The City recently acquired the long dormant Las Campanas (LC) water reuse system and is working on upgrades and inter-ties between the MRC and the LC reuse system that, once back online, will enable the City to add additional water storage and treatment to the existing effluent system. This work is underway and is in the inspection and testing phase to determine what repairs are necessary to re-establish the critical infrastructure such as pumps, controls, valves, piping etc. that have been inactive for more than a decade. Preliminary inspections indicate the inoperable LC is in reasonably good condition and work is underway to rebuild what is still viable and bring this system back online. The next phase is engineering, cost benefit analyses, and infrastructure testing and repairs/replacements to

develop the most cost-effective means to bring the integrated water reuse system online within the next 6 to 12 months. This phase will be brought to the Governing Body in the form of a request to amend contract(s) to continue progress on the upgrades.

The Resolution calls for the City to enter into the contract with interested users to sell potable water, subject to the availability of supply, and to the water use restrictions incumbent upon all similarly situated customers at the tier 1 rate of $6.06/1000 gallons as the rate may be amended. A contract would create a standard mechanism for the City to sell potable water to these users.

ACTION REQUESTED

Staff requests adoption of the Resolution.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

AUTHORIZING THE STANDARD PROCESS FOR SALE OF POTABLE WATER TO TREATED EFFLUENT CUSTOMERS IN THE EVENT TREATED EFFLUENT IS NOT AVAILABLE; DIRECTING THE CITY TO PURSUE ALTERNATIVE METHODS AND ACTIONS TO INCREASE ROBUSTNESS AND DEPENDABILITY OF NON-POTABLE WATER SOURCES.

WHEREAS, the City of Santa Fe ("City") is committed to water conservation demonstrated by the comprehensive water conservation ordinances, which the Governing Body has adopted, as codified in Section 25-2 SFCC 1987.

WHEREAS, the City is committed to providing recreational facilities for the use and enjoyment of the public as demonstrated by the dedication and designation of the Santa Fe River park, Section 23-4.4 SFCC 1987, and the Municipal Recreation Complex, Section 23-7 SFCC 1987.

WHEREAS, the City is committed to protect and manage its assets efficiently. For example, the City has an obligation to "protect generally the property of its municipality and its

inhabitants" NMSA 1978, Section 3-18-1.F, to "build, beautify and improve public parks and acquire any property for park purposes." NMSA 1978, Section 3-18-18, and to "maintain and improve the municipal utility." NMSA 1978, Section 3-23-5.

WHEREAS, the City provides reclaimed treated effluent to water users to minimize the use of potable water, consistent with Section 25-2.9 SFCC 1987.

WHEREAS, the Paseo Real Water Reclamation Facility may not always be able to provide treated effluent due to environmental or permitting factors.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Public Utility's Water Division shall sell potable water to treated effluent customers at the current tier 1 rate, $6.06 per 1000 gallons of water, as it may be amended, under the following conditions:

1. Customers must enter into a contract for potable water in accordance with the City Code Section 25, Exhibit A, Articles 17, 25, and 30, addressing Temporary and Special Services, Contracting, and General Rules for Large Water Users; and
2. Customers may purchase up to seven-hundred thousand (700,000) gallons of water per day;
3. Customers must abide by the City's Water Emergency Management Restrictions, Section 25-5, when applicable.

BE IT FURTHER RESOLVED that the City of Santa Fe will continue to pursue alternative methods and actions to increase robustness and dependability of non-potable water sources.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Sale of Potable Water

FIR No. 3250

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X____

Short Title(s): Sale of Potable Water

Sponsor(s): Councilors Rivera and Abeyta

Revie wing Department(s): Public Utilities Department

Staff Completing FIR: Shannon Jones, Public Utilities Director Date: 5/15/20 Phone: 505-955-4267

Revie wed by City Attorney: _____ Date: Jun 3, 2020

Revie wed by Finance Director: Mary McCoy Date: Jun 4, 2020

Summary:
Water reuse customers that include the Municipal Recreation Complex, Marty Sanchez Golf, Santa Fe Country Club, and the Santa Fe Downs currently do not have a regular supplemental source of water supply when non-potable, reuse water is unavailable from the Paseo Real Water Reclamation Facility (PRWRF). This Resolution directs the Water Division to sell potable water in quantities sufficient to maintain the assets at these facility in accordance with the purpose and design specifications. In addition, the Water Division is pursuing alternative non-potable, supplemental water supply sources for these customers in the event the PRWRF is unable to provide sufficient supply. The use of potable water is considered temporary under these circumstances and the recipients will be charged for the cost of water at current rates of $6.06/1000 gallons.

Departments Affected:
Public Utilities Department and the Parks and Recreation Department.

Consequences of Not Enacting Legislation:
The damage or possibly complete loss of assets to these facilities that are valued in excess of $5,000,000.00.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Moderate impacts on resources including the installation, measurement, billing, and breakdown of the temporary potable water delivery systems.

Fiscal Implications:
Dependent on quantities delivered and frequency of Paseo Real Water Reclamation Facility, inability to delivery reuse water to customers. The financial impacts will be borne by the customers, whom will be charged at current potable water rates of $6.06/1000 gallons.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$	$	$				
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE _20_	FYE _21_	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$ 30,000	$ 30,000	$	NR	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

An estimated 5000 gallons ($6.06/1000 gallons) will be sold pursuant to this Resolution.

Signature: Shannon Jones (Jun 3, 2020 20:30 MDT)

Email: swjones@santafenm.gov

Sale of Potable Water (For Signature)

Final Audit Report 2020-06-04

Created:	2020-06-03
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0Oks_2215yuwbEf1D-cafhnKZ908dshJ

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