



Agenda

Regular Meeting of the Quality
of Life Committee
April 1, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Quality of Life Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall,* members of the public may stream the meeting live on the [City of Santa Fe's YouTube channel](#). The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording, *if created*, of this and all past meetings of the Governing Body will also remain available for viewing at any time on the [City's YouTube channel](#). Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

1. Call to Order
 2. Roll Call
 3. Approval of Agenda
 4. Approval of Consent Agenda
 5. Presentations
 - a. Consuelo's Place Update (Kristen Woods, Program Manager Youth and Family Services; krwoods@santafenm.gov)
 6. Public Comment
 7. Action Items: Consent Agenda
 - a. Request for Approval of the March 4, 2026, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)
- Committee Review:**
Quality of Life Committee: 04/01/2026
- b. Request for Approval of Amendment No. 4 to Item #23-0551 Memorandum of Understanding with Santa Fe County to Increase the Compensation by \$25,000 for a New Total Amount of \$225,000 for Local LDWI Grant Funds. (Patrick Trujillo, Police Captain;

pjtrujillo@santafenm.gov)

Committee Review:

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

- c. Request for Approval of a Professional Services Contract with Kiwanis Club of Santa Fe to Produce the City's Fourth of July Celebrations in the Total Amount of \$885,507 through April 15, 2030. (Melissa McDonald, Parks and Open Space Director:mamcdonald@santafenm.gov)

Committee Review:

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body : 04/07/2026

- d. Request for Approval of a Lease Agreement with Hotel Flora, LLC to Lease 14 Parking Spaces Located on the Bottom Floor of the City-Owned Parking Structure, Railyard Municipal Garage, Located at 503 Camino de la Familia in the Amount of \$1,837.50 Per Month for the First Year with an Initial Term of Five Years and Two Option Terms of Five Years Each. (Steve Kaspan, Parking Division Director: spkaspan@santafenm.gov; Terry Lease, Asset Development Manager: tjlease@santafenm.gov).

Committee Review:

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

- e. Request for Approval of Professional Services Agreement with Santa Fe Community Housing Trust for Mortgage Reduction Assistance in the Total Amount of \$208,072.18 through September 30, 2026. (Faviola A. Chavez, Director of Affordable Housing; fachavez@santafenm.gov)

Committee Review

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

- f. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$609,755 from the U.S. Department of Housing and Urban Development to Grants and Services for the Community Development Block Grant Subrecipient Agreements for Grant Years 2023, 2024 and 2025 (Federal Grant Money). (Roberta Catanach, Project Administrator; rlcatanach@santafenm.gov)

Committee Review:

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

- g. CONSIDERATION OF BILL NO. 2026-8. ADOPTION OF ORDINANCE NO. 2026-____.
(Councilor Alma Castro)
A Bill Amending Section 23-6, SFCC 1987 to Remove the Resolution Requirement for the Purpose of Approving Sales and Consumption of Alcohol at Public Events on City Property and Requiring that Governing Body Approval Be Recorded in Regular Governing Body Minutes Upon the City Clerk's Recommendation for Approval. (Marci Eannarino, Legislation and Policy Innovation Manager; maennarino@santafenm.gov; Christine Spiers, Legislative Coordinator; cmspiers@santafenm.gov; Palmer Anderson, Policy Analyst; pcanderson@santafenm.gov)

Committee Review:

Governing Body (Introduction): 03/11/2026
Governing Body (Public Comment): 03/25/2026
Quality of Life Committee: 04/01/2026
Governing Body (Public Hearing): 04/29/2026

- h. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Alma Castro)
A Resolution Approving the Consumption of Beer and Wine During Site Santa Fe's Annual Gala Dinner Event on July 1st, 2026, at The Ramada in the Railyard Park, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Geraldyn F. Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

Committee Review:

Governing Body (Introduced): 03/25/2026
Quality of Life Committee: 04/01/2026
Governing Body: 04/07/026

- i. CONSIDERATION OF RESOLUTION NO. 2026-____. (County Commissioner Lisa Cacari Stone, Mayor Michael Garcia, and Councilor Pilar Faulkner)
A Joint Resolution Recognizing the Value of Periodic Joint Meetings Between Santa Fe County and the City of Santa Fe and Establishing a Framework for Conducting Those Meetings. (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

Committee Review:

Governing Body (Introduced): 03/25/2026
Public Works and Utilities Committee: 03/30/2026
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Wednesday April 22, 2026

14. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.



Consuelo's Place

Agenda

- Introduction
- History
- Mission
- Successes
- Challenges
- Needs



Introductions



Michele Williams – Executive Director, Consuelo's Place

Kristen Woods – Program Manager, Youth and Family Services
Division

History

- When the Covid 19 pandemic struck in March of 2020, the NM Department of Health collaborated with the City of Santa Fe to create a location to shelter those who were unhoused in a social distancing appropriate setting.
- Initially, the shelter was called “Midtown Emergency Shelter” and was only anticipated to keep its doors open for the duration of the pandemic. As the pandemic wore on over several years and the homeless epidemic expanded, funding became more supported for operations.
- As this evolved, Midtown Shelter became “Consuelo’s Place,” in honor of a relative of a city employee. The color yellow was selected in honor of Consuelo’s favorite color.
- Consuelo’s Place is the City’s largest Non -Congregate Shelter.

City of Santa Fe and Consuelo's

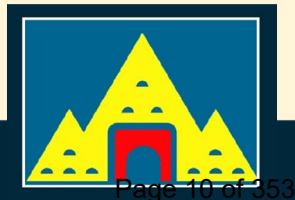


The City of Santa Fe has funded Consuelo's Place every year since its creation. The FY26 contract with Consuelo's Place is for \$780,000. Additionally, they are operating at the St. Michael's Hall building at Midtown. Consuelo's Place receives some additional funds from Santa Fe County.

Consuelo's Place



MISSION: Consuelo's Place provides non-congregate shelter for vulnerable individuals and families who are transitioning into permanent housing or whose unique circumstances make it difficult to succeed in a congregate setting ; and provides life-stabilizing services for those individuals .



What We Do & Who We Serve

- ★ Non-congregate shelter
 - 60 rooms
 - Avg. 70-90 clients in house
 - Avg. length of stay=276 days
- Wraparound case management
 - All clients participate in case management and must be working towards a housing plan*
- Medical respite

Primarily families with children
Adults with disabilities
Older adults

Private rooms make us uniquely suited for many who have experienced domestic violence, sexual trauma, and human trafficking, along with veterans and the LGBTQIA+ population.



2025: By the numbers

- 218 individuals served
 - 147 adults
 - 70 children

- Age range: newborn-86 years old

- 27% of clients are over the age of 55

- 55% of clients have underage children
 - 29 % female head of household
 - 26 % single fathers

- 63% of clients are disabled

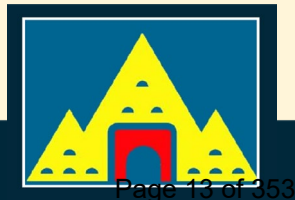
- 40 medical respite

- Medical respite and disabled clients are high risk on the street with high medical needs -EMS services support





64% of discharged clients went to long term housing in 2025!



Discharges: By Type

Declined Case Management: 3%

Self-Discharge: 18%

Deceased: 3%

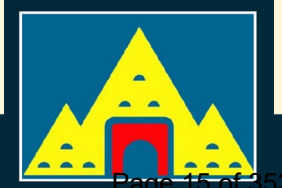
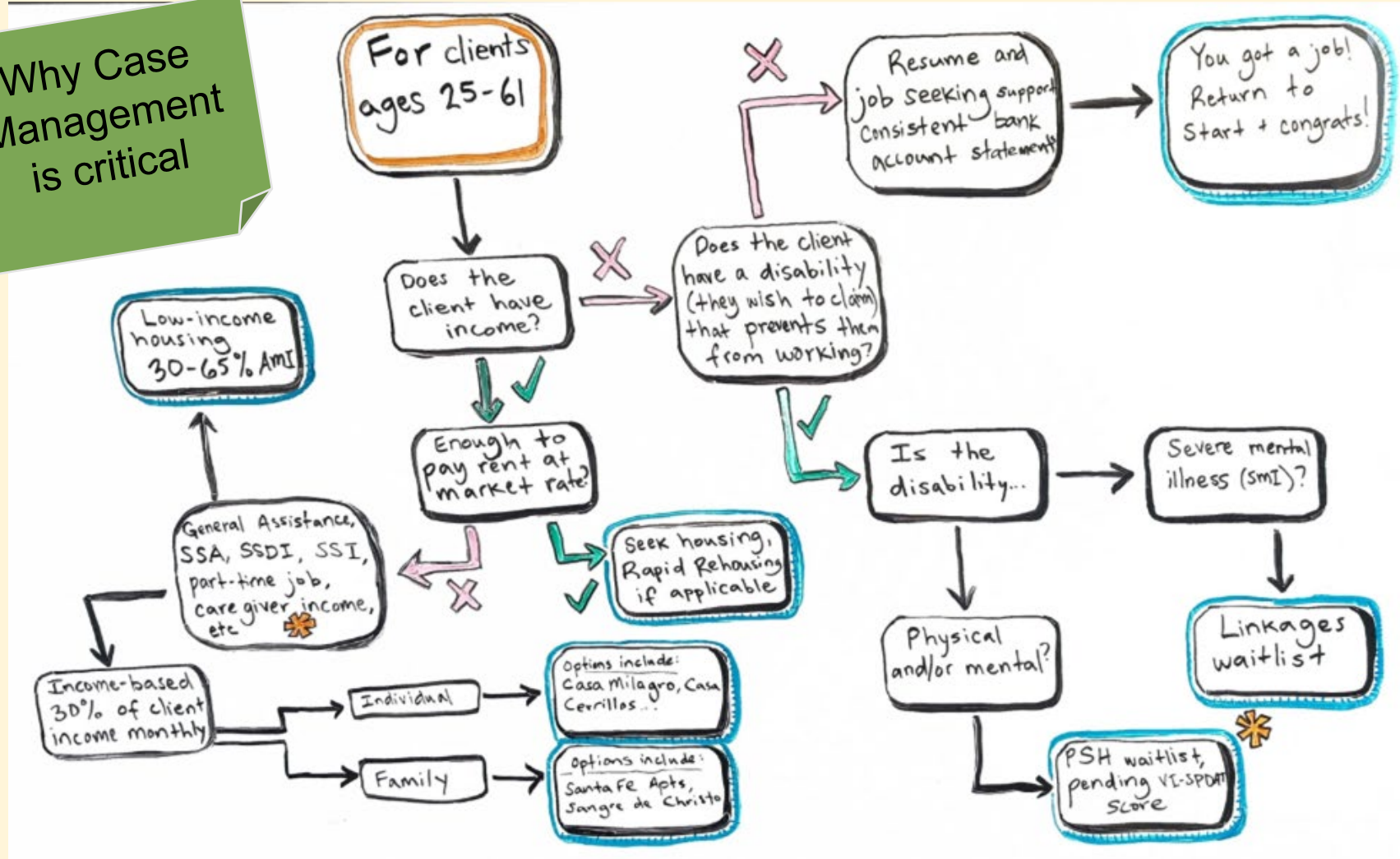
Behavior Discharge: 17%

Housing Placement: 64%



Path To Housing

Why Case Management is critical



Where did they go?

Self-pay: 33%

Affordable unit (30 -60% AMI): 17%

Permanent Supportive Housing:
17%

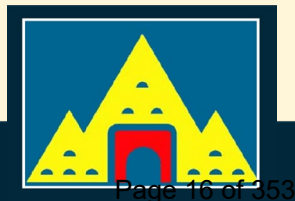
Linkages Voucher: 11%

SF County Housing Authority: 8%

Nursing Home: 8%

College: 5%

Homeownership: 1 person



Staffing Model

Executive Director

1 Front Desk Manager

8 Front Desk Staff (24/7 coverage)

4 Full time Case Managers

1 Part time Case Manager (Domestic Violence specialist)

Locally trained and certified through New Mexico –based programs including: Certified Peer Support Worker (CPSW) and Certified Community Support Specialist (CCSS), ensuring our services are trauma -informed, culturally responsive, and rooted in best practices.



Services Provided

Wrap -around Case Management

- Housing
- Health
- Income
- Life Skills
- Medical needs/appointments
- Legal/Safety

Additional Services

- Addressing Food insecurity:
 - Youthworks -Dinner
 - Food Depot
- Hygiene and Laundry Supplies
 - Diaper Distribution Site
- Transportation
- Group Classes
- Building Community
 - Holiday Celebrations



Budget

FY 25-26
Total:\$1,035,998

FY 26-27 (estimated)
\$1,100,000

Cost per client= \$5,000/year (71% funded by city)

Pro Publica research:

City of ABQ \$169/night for incarceration vs \$44/night shelter

Consuelo's Place: \$13.02/day

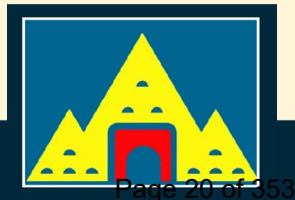


Non - Congregate Shelters Work Better

Studies show that non -congregate shelter models —such as private rooms, motel conversions, or tiny -home villages —produce higher housing placement rates and better resident stability than traditional congregate shelters.

1. Privacy, Autonomy, and Safety
2. Better Engagement With Services
3. Stabilization
4. Lower Stress Environment

Residents experience fewer safety concerns and distractions, which support



Mirroring: Shelter Stay to Housing

Evidence:

- Noncongregate settings mirror permanent housing, which improves readiness for long-term housing stability.
- Programs that prioritize housing stability + supportive services improve well-being, financial security, and long-term outcomes.
- Trauma research shows instability and unsafe environments directly predict long-term housing instability, particularly for families.

Children

- Support consistent schooling, sleep, and development
- Decrease long-term health and behavioral risks

Seniors :

- Reduces fall risk and exposure to unsafe environments
- Supports medical stabilization and continuity of care



Focusing on the Future

Received 501(c)3 Status

Anticipate independence 7/1/26
Building Awareness

www.consuelosplace.org

Facebook

Instagram

Youtube

E-Newsletter

Future goals:

- Development funding ask
- Facility development contractor ask





**QUALITY OF LIFE COMMITTEE
WEDNESDAY, MARCH 4, 2026, 5:00 PM
CITY COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO**

1. CALL TO ORDER

A meeting of the Quality of Life Committee was called to order on Wednesday, at 5:00 pm, February 4, 2026, by Councilor Castro, Chair, at City Hall, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT

Councilor Alma Castro, Chair
Councilor Elizabeth Barrett
Councilor Patricia Feghali
Councilor Jamie Cassutt

MEMBERS ABSENT

Councilor Amanda Chavez, excused

OTHERS PRESENT

Marcella Apodaca, Committee Liaison
Manual Sanchez, Interim Community Services Department Director
Heather Lamboy, Land Use Director

3. APPROVAL OF AGENDA

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

VOTE The motion passed on a voice vote.

4. APPROVAL OF CONSENT AGENDA

MOTION A motion was made by Councilor Feghali, seconded by Councilor Barrett, to approve the Consent Agenda as presented.

VOTE The motion passed on a voice vote.

5. PRESENTATIONS

A. LAND USE UPDATE PRESENTATION

Given

6. PUBLIC COMMENT

None.

7. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE FEBRUARY 18, 2026, QUALITY OF LIFE COMMITTEE MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO LEASE AGREEMENT # 16-116 WITH SANTA FE HEALTH CLUB, LLC TO EXTEND THE LEASE TERM TO FEBRUARY 28, 2031, AND INCREASE RENT BY \$15,361.01 PER YEAR WITH AN ESCALATION OF 2.3% PER YEAR FOR THE LEASE OF LAND ADJACENT TO 786 CALLE MEJIA FOR USE AS A PARKING LOT.

Approved on consent.

C. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF \$408,669 TO TRANSFER ONE-TIME FUNDING IN FY26 FROM HUMAN RESOURCES TO ITT DEPARTMENT FOR ERP PROJECT TO ENSURE THAT THE PROJECT BUDGET IS PROPERTY ALLOCATED.

Approved on consent.

D. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF \$241,200 TO TRANSFER ONE-TIME FUNDING IN FY26 FROM ITT GROSS RECEIPTS TAX TO ITT ENTERPRISE RESOURCE PLANNING TO OFFSET FUNDS THAT WERE TRANSFERRED OUT OF ITT.

Approved on consent.

- E. CONSIDERATION OF BILL NO. 2026-02. ADOPTION OF ORDINANCE NO. 2026-____. A BILL AMENDING SFCC 1987, SECTION 11-13 TO EXPAND EXEMPTIONS PERMITTED BY NMSA 1978, SECTIONS 13-1-98 THROUGH 13-1-98.2, INCLUDING CERTAIN PURCHASE TYPES AND LEGAL SERVICE TYPES; ADDING EXEMPTIONS FOR CERTAIN PREPAYMENT REQUIRED ITEMS, NOT EXCEEDING \$100,000 AND FOR LOBBYING SERVICES REPRESENTING THE CITY OF SANTA FE'S INTERESTS; REQUIRING THE PROCUREMENT MANUAL TO BE ADOPTED BY RESOLUTION; ESTABLISHING AN EIGHT-YEAR MAXIMUM TERM FOR PROFESSIONAL SERVICE CONTRACTS; AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO APPROVE PURCHASE ORDERS AND TO APPROVE THE USE OF REQUESTS FOR APPLICATIONS; ADOPTING CONSTRUCTION MANAGER AT RISK DELIVERY METHOD PROCEDURES; MODIFYING CERTAIN AMOUNTS LISTED IN NMSA 1978, SECTION 13-1-125; AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT AMENDMENTS THAT DO NOT MATERIALLY AFFECT THE SCOPE OF WORK.**

Approved on consent.

- F. CONSIDERATION OF RESOLUTION NO. 2026-____. A RESOLUTION SUPPORTING THE PLACEMENT OF THE REMNANTS OF THE SOLDIERS' MONUMENT IN THE NEW MEXICO HISTORY MUSEUM ON A TEMPORARY BASIS; AUTHORIZING THE CITY MANAGER TO WORK WITH STATE OFFICIALS TO ENTER INTO A TEMPORARY LOAN AGREEMENT.**

Approved on consent.

8. ACTION ITEMS: DISCUSSION AGENDA

None.

9. EXECUTIVE SESSION

None.

10. MATTERS FROM STAFF

Heard.

11. MATTERS FROM THE COMMITTEE

None.

12. MATTERS FROM THE CHAIR

None.

13. NEXT MEETING: WEDNESDAY MARCH 18, 2026

14. ADJOURN

There being no further business before the Committee, the meeting adjourned at 6:23 pm.

Councilor Alma Castro, Chair

Elizabeth Martin

Elizabeth Martin (Mar 10, 2026 14:42:06 MDT)

Elizabeth Martin, Stenographer

Date: March 16, 2026

To: Governing Body Committee
Finance Committee
Quality of Life Committee

Via: Brian Moya, Interim City Manager
Thomas Grundler, Interim Chief of Police THOMAS J GRUNDLER
THOMAS J GRUNDLER (Mar 16, 2026 16:31:52 MDT)

From: Patrick Trujillo, Police Captain *Patrick Trujillo*

Subject: LDWI Grant MOU- Agreement Amendment #4

Vendor Name: Santa Fe County

Vendor Number: 3906

ITEM AND ISSUE:

The Santa Fe Police Department respectfully requests your review and approval of Amendment #4 to Item # 23-0551; Memorandum of Understanding (MOU) with the Santa Fe County to increase the compensation by \$25,000 for a new total agreement amount of \$225,000 for Local LDWI Grant Funds.

Action Requested: Approval of Amendment #4

BACKGROUND AND SUMMARY:

The attached MOU/Agreement amendment is for an increase of funding for an existing MOU/Agreement that is already in place. The Santa Fe Police Department continues its commitment to making Santa Fe Safer and continues with DWI enforcement efforts, by conducting operations focused on prevention/reductions of DWI incidents, over service and sales to minors.

PROCUREMENT METHOD: N/A

Chief Procurement Officer Approval: N/A **Date:** _____

Comment/Exceptions: _____

Supporting Information: _____

CONTRACT NUMBER: N/A

\$\$\$\$\$ SOURCE/REVENUE: Expense | Revenue

Reimbursement of overtime.

Budget Officer Approval: Andy Hopkins **Date:** 03/18/2026

Comment/Exceptions: _____

Grant Yes | No

Grant #: L2601

Grant Manager/Accounting Officer Approval: ERIKA LUJAN Date: 03/16/2026

Comment/Exceptions: _____

Project Yes | No

Project Ledger #: POL2622302

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000

Yes | No

Asset # (if known): N/A

Repair or Replacement of Existing Equipment:

Yes | No ~If yes -> Repair | Replacement

Please explain: N/A

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Anticipated length of project: N/A

Asset Manager Approval: N/A Date: _____

Comment/Exceptions: _____

Was this service deemed construction: Yes | No

~If yes, does this expenditure exceed \$25,000? Yes | No

~If yes, did you obtain the appropriate bond? Yes | No

~Performance and Payment & Labor - NMSA 1978, Section 13-4-18

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: N/A Title: _____ Date: _____

Approval: _____ Title: _____ Date: _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info: Anna Marie Bowen, 505-955-5122

ATTACHMENTS:

MOU/Agreement Amendment #4

Project Ledger Form

Budget Amendment Resolution (BAR)



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 03/04/2025

Project Title: LDWI Grant (DWI Checkpoints, Saturation, Patrols, etc.)

Project Type: CIP Grant Internal Tracking

Department: SFPD Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: upon signature to June 30, 2026 Create Fixed Asset

Project ID: POL2622302

Grant ID: L2601

Approved By: BSG 03.16.26/KA LUJAN
ERIKA LUJAN (Mar 18, 2026 15:19:53 MDT)

(Finance Use Only)

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

Funding Source: Local DWI Grant Funds- Santa Fe County % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 491010 Awarded Amount: \$25,000

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: POLICE OT MUNIS ORG: 2230315 MUNIS OBJ: 501400

Grants Only (list all grants if applicable):

Grantor Name: SF COUNTY MOA-2023-0136-CSD/APS Amendment # 4 Awarded Amount: \$25,000

AR Charge Code: 2230315.491010 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

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

Grantor Id: _____ Federal CFDA (if applicable): _____

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

Log # <i>{Finance use only}</i> :	
Journal # <i>{Finance use only}</i> :	

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

DEPARTMENT / DIVISION NAME Police/Administration					DATE 3/16/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Overtime	2230315	501400	POL2622302	25,000		
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
Santa Fe County - LDWI Grant	2230315	491010	POL2622302	(25,000)		
JUSTIFICATION: <i>(use additional page if needed)</i> -Attach supporting documentation/memo				\$ -	\$ -	

To record Memorandum of Agreement (MOA) Amendment No. 4 between Santa Fe County and the City of Santa Fe for Local DWI. Grant Expires 06/30/2026.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

AnnaMarie Bowen <small>Prepared By {print name}</small>	3/16/2026 <small>Date</small>	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Andy Hopkins <small>Budget Officer</small>	03/18/2026 <small>Date</small>
Division Director Signature <i>{optional}</i>		CITY COUNCIL APPROVAL		
Date 3/16/26		City Council Approval Date	Finance Director {≤ \$5,000}	Date
Department Director Signature		Agenda Item #:	City Manager {≤ \$60,000}	Date

**AMENDMENT NO. 4 TO
MEMORANDUM OF AGREEMENT NO. 2023-0263-CSD/JL**

This Amendment is entered into this _____ day of _____, 2026, between **Santa Fe County** (the “County”), and the **City of Santa Fe, Santa Fe Police Department** (the “City”).

WHEREAS, on June 30, 2023, the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the “MOA”) to provide for the City’s provision of DWI and DUI prevention services; and

WHEREAS, Amendment Nos. 1 through 3 increased the compensation payable to the City and extended the term of the MOA to June 30 2026; and

WHEREAS, pursuant to Article 6 of the MOA, the parties may amend the MOA by written instrument signed by the parties; and

WHEREAS, by this Amendment No. 4 the parties agree to amend the MOA to increase the compensation payable to the City by \$25,000.

NOW, THEREFORE, the parties agree to amend the MOA as follows:

1. Article 2 (Reimbursement; Compensation) insert a subparagraph D to read:

D. By Amendment No. 4 the compensation payable to the City is increased by the sum of \$25,000. The total compensation payable to the City for the term of this Agreement will not exceed \$225,000.00, *inclusive* of NM GRT.

2. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 3 and this Amendment No. 4 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

3/2/2026
Date

CITY OF SANTA FE

Michael Garcia
Mayor

Date

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan

Christopher W. Ryan (Mar 3, 2026 16:47:53 MST)

CHRISTOPHER RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

**AMENDMENT NO. 3 TO
MEMORANDUM OF AGREEMENT NO. 2023-0263-CSD/JL**

This Amendment is entered into this 22 day of August, 2025, between **Santa Fe County** (the "County"), and the **City of Santa Fe, Santa Fe Police Department** (the "City").

WHEREAS, on June 30, 2023, the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "MOA") to provide for the City's provision of prevention of DWI and DUI services; and

WHEREAS, by this Amendment No. 3 the parties agree to amend the MOA to increase the compensation payable to the City and extend the term to June 30, 2026.

NOW, THEREFORE, the parties agree to amend the MOA as follows:

1. Article 2 (Reimbursement; Compensation) insert a subparagraph C to read:

C. By Amendment No. 3 the compensation payable to the City is increased by the sum of \$60,000. The total compensation payable to the City for the term of this Agreement will not exceed \$200,000.00, *inclusive* of NM GRT.


2. Article 3 (Term) insert a subparagraph c to read:

c. By Amendment No. 3 the term is extended to June 30, 2026.

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:



Gregory S. Shaffer
Santa Fe County Manager

07/16/2025

Date

Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

July 3, 2025

Date

CITY OF SANTA FE

Mark Scott
Mark Scott (Aug 22, 2025 18:02:51 MDT)

MARK SCOTT, CITY MANAGER

Aug 22, 2025

Date

ATTEST:

Andréa Salazar
ANDREA SALAZAR (Aug 26, 2025 11:18:29 MDT)

ANDRÉA SALAZAR, CITY CLERK *ASW*

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Jul 16, 2025 14:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

**AMENDMENT NO. 2 TO
MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND THE CITY OF SANTA FE
REGARDING THE USE OF DWI GRANT FUNDS**

This Amendment is made this 18th day of October, 2024, between **Santa Fe County** (the "County"), and the **City of Santa Fe, Santa Fe Police Department** (the "City").

WHEREAS, on June 30, 2023, the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "MOA") to provide for the City's provision of prevention of DWI and DUI services; and

WHEREAS, according to Article 6 of the MOA the parties may amend the MOA by an instrument in writing signed by the parties; and

WHEREAS, by this Amendment No. 2 the parties agree to amend the MOA to increase the compensation payable to the City and extend the term to June 30, 2025.

NOW, THEREFORE, the parties agree to amend the MOA as follows:


1. Article 2 (Reimbursement; Compensation) insert a subparagraph B to read:
 - B. By Amendment No. 2 the compensation payable to the City is increased by the sum of \$60,000. The total compensation payable to the City for the term of this Agreement will not exceed \$140,000.00, *inclusive* of NM GRT.

2. Article 3 (Term) insert a subparagraph b to read:
 - b. By Amendment No. 2 the term is extended to June 30, 2025.

3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:



 Gregory S. Shaffer
 Santa Fe County Manager

10/18/2024

Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

July 26, 2024
Date

CITY OF SANTA FE

John Blair
John Blair (Oct 14, 2024 16:51 EDT)
John Blair
City Manager

Oct 14, 2024
Date

Attestation:

G.F.C.
Geraldyn F. Cardenas
Interim City Clerk *xr*

Oct 16, 2024
Date

Approved as to form:

Christopher W. Ryan
Christopher W. Ryan (Aug 26, 2024 12:15 MDT)
Christopher W. Ryan
Senior Assistant City Attorney

Aug 26, 2024
Date

Approved:

Emily K. Oster
Emily K. Oster
Director of Finance

Oct 14, 2024
Date

Business Unit No.

Signature: XAVIER VIGIL
XAVIER VIGIL (Oct 16, 2024 10:44 MDT)

Email: xivigil@santafenm.gov

**AMENDMENT NO. 1 TO
MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND THE CITY OF SANTA FE
REGARDING THE USE OF DWI GRANT FUNDS**

This Amendment is made this 10th day of April, 2024, between **SANTA FE COUNTY** (the "County"), and **CITY OF SANTA FE, SANTA FE POLICE DEPARTMENT** (the "City").

WHEREAS, on September 19, 2023 the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "Agreement") to provide for the City's provision of prevention of DWI and DUI services; and

WHEREAS, according to Article 6 of the Agreement (AMENDMENT) the parties may amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, by this Amendment No. 1 the parties agree that the County will increase the amount of reimbursement available to the City.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 2 (REIMBURSEMENT; COMPENSATION) insert a subparagraph A to read:

A. By Amendment No. 1 to this Agreement the amount of reimbursement to the City is increased by the sum of \$20,000.00. The amount of Reimbursement to the City for costs incurred for the purposes under this Agreement will not exceed \$80,000.00, *inclusive* of NM GRT.

2. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:



Gregory S. Sierra
Santa Fe County Manager

4/10/2024

Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

February 14, 2024
Date

Finance Division:

Yvonne S. Herrera
Yvonne S. Herrera
Finance Director

02/16/2024
Date

CITY OF SANTA FE

John Blair
John Blair (Apr 1, 2024 10:45 MDT)
John Blair
City Manager

Apr 1, 2024
Date

Attestation:

Geralyn Cardenas (Apr 2, 2024 08:26 MDT)
Geralyn F. Cardenas XIV
Interim City Clerk

Apr 2, 2024
Date

Approved as to form:

Christopher W. Ryan
Christopher W. Ryan
Senior Assistant City Attorney

Mar 20, 2024
Date

Approved:

Emily K. Oster
Emily K. Oster
Director of Finance

Mar 29, 2024
Date

Business Unit No.

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND THE CITY OF SANTA FE
REGARDING THE USE OF DWI GRANT FUNDS**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered on this 19 day of September, 2023, between Santa Fe County (the "County"), a political subdivision of the state of New Mexico, and the City of Santa Fe, Santa Fe Police Department (the "City").

WHEREAS, driving while intoxicated (DWI) or driving under the influence of intoxicating drugs or alcohol (DUI) poses a serious risk to the public health, safety, and welfare of the citizens of the City and the County; and

WHEREAS, increasing law enforcement activities pertaining to the prevention of DWI and DUI is an evidence-based approach to reduce the incidents of DWI and DUI and alcohol or drug involved crashes and alcohol related crash fatalities; and

WHEREAS, the County's anti-DWI program is the recipient of grant funds through the Local DWI Grant in FY 2024 for operating cost of the Santa Fe County DWI Program; and

WHEREAS, wishes to transfer a portion of it's the DWI grant funds to the City for use by the Santa Fe Police Department's use in conducting DWI checkpoints, saturation patrols, "Shoulder Tap", and over services operations.

THE PARTIES AGREE AS FOLLOWS:

1. DUTIES OF THE PARTIES

a. The County shall:

- 1) Serve as a fiscal agent for the expenditure of the Local DWI Grant funds identified in this Agreement.
- 2) Transfer and make available to the City, on a reimbursement basis, \$60,000.00 for expenditure in FY 2024 to conduct DWI checkpoints, saturation patrols, Shoulder Tap, and over service operations.
- 3) Reimburse the City for costs and expenses associated with staffing operations in 1) and 2) above. Reimbursement by the County will be made within 30 days following receipt of the City's statement or itemized invoice requesting reimbursement for costs incurred by the City.

b. The City shall:

- 1) Conduct operations and programs focused on the prevention or decrease of DWI, DUI, over service, and sales to minors.
- 2) Provide a comprehensive report describing the anti-DWI and anti-DUI operations performed by the City and an invoice to the County every 30 days.
- 3) Attend court hearings for DWI or DUI offenders and testify as necessary for cases resulting from the anti-DWI and anti-DUI law enforcement activities described in this Agreement.

2. REIMBURSEMENT; COMPENSATION

The amount of Reimbursement to the City for costs incurred for the purposes under this Agreement shall not exceed \$60,000.00, inclusive of NM GRT.

3. TERM

This Agreement shall be effective upon the date of last signature by the parties (the Effective Date). The term of this Agreement is from the Effective Date to June 30, 2024, unless earlier terminated pursuant to paragraph 4 below.

4. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify nor void any obligations incurred prior to the date of termination. The County may not by such termination avoid its obligation to reimburse the City for costs to which the City was obligated prior to the termination date by the County. The City will request reimbursement for such costs in accordance with Paragraph 1.b.2) above.

5. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the parties in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1.

6. AMENDMENT

This Agreement must not be altered, changed or amended except by an instrument in writing signed by the parties.

7. APPROPRIATIONS

Performance of this Agreement by the County is contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and/or the Santa Fe County Board of County Commissioners. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the County to the City. The County's decision as to whether sufficient appropriations are available shall be accepted by the City and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and constructed in accordance with, the laws of the state of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including federal, state or local authority during regular business hours.

10. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

11. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY


Gregory S. Shaffer
Santa Fe County Manager

9/19/2023

Date

Approved as to form:

Roberta D. Joe for J.Y.

May 26, 2023

Jeff Young
Santa Fe County Attorney

Date

Finance Division:


Yvonne S. Herrera
Finance Director

6/1/2023

Date

CITY OF SANTA FE


Layla Archuleta-Masatos

John Blair
City Manager

Sep 10, 2023

Date

Attestation:


Kristine Bustos-Mihelcic *XIV*
City Clerk

Sep 12, 2023

Date

Approved as to form and legal sufficiency:

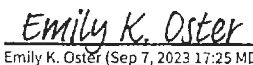
Christopher W. Ryan
Christopher W. Ryan (Jun 27, 2023 10:42 MDT)

Jun 27, 2023

Senior Assistant City Attorney

Date

Approved for Finances:


Emily K. Oster (Sep 7, 2023 17:25 MDT)
Emily K. Oster
Director of Finance

Sep 7, 2023

Date

Business Unit No.









PL-SF COUNTY MOA-LDWI-AMENDMENT #4

Final Audit Report

2026-03-18

Created:	2026-03-17
By:	BRITTANY GURULE (bsgurule@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAooAwrbo2LHiuTobgZzpT2sLlzAdSnEd

"PL-SF COUNTY MOA-LDWI-AMENDMENT #4" History

-  Document created by BRITTANY GURULE (bsgurule@santafenm.gov)
2026-03-17 - 10:38:03 PM GMT- IP address: 63.232.20.2
-  Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-03-17 - 10:41:23 PM GMT
-  Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2026-03-18 - 9:19:22 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-03-18 - 9:19:53 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2026-03-18 - 9:19:56 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-03-18 - 10:21:14 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-03-18 - 10:22:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2026-03-18 - 10:22:21 PM GMT



Michael J. Garcia, Mayor

Purchasing Memo

Date: March 13, 2026

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

Via: Sam Burnett, Interim Public Works Director *SB*

Carol Swenson, Public Works Business Operations Manager *CS*

From: Melissa McDonald, Parks and Open Space Division Director *M.Mc*

Subject: Four-Year Event Management Contract for Fourth of July Celebrations

Vendor Name: Kiwanis Club of Santa Fe

Munis Vendor Number: 7890

ACTION:

Request for Approval of a Professional Services Contract with Kiwanis Club of Santa Fe to Produce the City's Fourth of July Celebrations in the Total Amount of \$885,507 through April 15, 2030. (Melissa McDonald, Parks and Open Space Director: mamcdonald@santafenm.gov)

Committee Review

Quality of Life Committee: 04/01/2026

Finance Committee: 04/06/2026

Governing Body: 04/07/2026

CONTRACT NUMBER:

The Munis contract number is 3260371

BACKGROUND AND SUMMARY:

The Parks and Open Space Division of the Department of Public Works issued an RFP for Fourth of July event management services in 2025, and Kiwanis Club of Santa Fe was the successful respondent. This four-year contract is the end product of that process. Kiwanis has managed this event with City of Santa Fe funding for a

City Council

Alma G. Castro, District 1

Elizabeth "Liz" Barrett, District 2

Lee Garcia, Mayor Pro Tem, District 3

Jamie Cassutt, District 4

Patricia Feghali, District 1

Paul C. Bustamante, District 2

Pilar F.H. Faulkner, District 3

Amanda Chavez, District 4

number of years. The contract allows for different show types (fireworks only; fireworks and drone hybrid; and drone only) based on funding availability and Governing Body choice.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund / 100

Munis Org Name/Number: Parks Admin / 1004150

Munis Object Name/Number: Professional Services / 510300

Budget Officer / Designee: Andy Hopkins **Date:** 03/20/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP #25074 Bid Evaluation Committee Report included in Contact Packet;
Commodity Code: 95836

Chief Procurement Officer (CPO)/Designee: JoAnn Levato Montano **Date:** 03/23/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____

Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Title: _____
Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____
Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____
Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

- General Services Contract
- Procurement document: RFP
- Horizons Declination
- CPO Service Determination
- Kiwanis of Santa Fe Business License
- Kiwanis Certificate of Insurance

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Kiwanis Club of Santa Fe**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

Contractor shall provide comprehensive event management services for the Fourth of July, (“Contracted Events”) for four (4) years starting from the Effective Date of this contract. Each event may take place at different venues throughout Santa Fe, including Santa Fe Place Mall, the Plaza, Railyard Park, and other locations as designated by the City. Contractor shall perform the following tasks for each event as required:

1. Coordination with City Departments and Stakeholders

Contractor shall coordinate with relevant City departments, including but not limited to the Santa Fe Police Department, Santa Fe Fire Department, any licensed security guards contracted by the City, The City’s Communications Director in the Mayor’s Office for all public messaging and media coordination, the Parks and Open Space Division, Special Events Permitting Section, and the Planning and Land Use Department, as well as any other necessary divisions or entities identified by the City. Additionally, collaborate with commercial sites, local businesses, and other stakeholders in a reasonable effort to ensure seamless operations and safety for each event. Contractor shall hold at least one community engagement meeting no fewer than 21 days prior to each event. The meeting shall be publicly noticed no fewer than 10 days before the meeting, with notice delivered to: (i) Plaza-adjacent businesses and property owners within two blocks of the event footprint; (ii) affected neighborhood associations; and (iii) other stakeholders identified by the City. The

meeting shall communicate the event plan, highlight any changes from prior years (including footprint, schedule, traffic/parking, noise, security, and sanitation), and provide an opportunity to receive and address attendee questions and concerns. The Contractor shall provide the City a brief summary of comments and responses within five business days after the meeting.

2. Event Planning and Execution

Plan, coordinate, and execute all logistical aspects of each event, which may include:

- Hiring contractors for traffic control, sound and lighting services, musical entertainment, staging and tent setup, and safety services.
- Arranging for public facilities such as portable toilets, handwashing stations, and seating areas.
- Developing tailored traffic control plans based on event-specific needs, including the safe management of ingress and egress.
- Organizing fireworks and/or drone displays if applicable. The offeror must provide separate costs for each alternative:
 - **Alternative #1:** Traditional fireworks display.
 - **Alternative #2:** Combined fireworks and drone display.
 - **Alternative #3:** Drone-only display as an alternative to fireworks.

3. Marketing and Promotion

Create and execute a marketing plan tailored to each event, leveraging social media platforms, print media, and radio outlets to maximize community awareness and attendance. Work with local businesses and media outlets to enhance outreach.

4. Sponsorship and Fundraising

Solicit sponsorships and contributions from private sector partners and local businesses to help offset event costs and enhance the event experience. This includes creating and managing relationships with sponsors to secure ongoing support and resources.

5. Budget Management

Develop and maintain a transparent, balanced budget for each event, accounting for all projected revenue sources (including sponsorships and City funds) and expenses. Regularly report on the budget and ensure cost-effective management practices.

- **City Service Contributions**

Each event will include estimated City services to support safety, infrastructure, and logistics. Service hour contributions may vary based on the event type, scale, and location. At least 30 days prior to each event, the Contractor shall communicate the event length, planned components, and anticipated needs to the City's Parks and Open Spaces Director or a person designated by the Director as event liaison for the City to determine what services are required, whether those services are available from the City, and schedule staff as necessary.

2. Standard of Performance; Licenses

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

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates established under this Agreement and consistent with the event option(s) authorized and funded for each contracted year.

Each year may include funding for any of the following event options, based on available appropriations and the City's annual budget authorization:

1. **Fireworks Show Only** –\$87,123.14 (plus applicable NMGRT)
2. **Hybrid Show (Reduced Fireworks + Drone Show)** –\$179,123.14 (plus applicable NMGRT)
3. **Full Drone Show with Pyrotechnic Effects (No Fireworks)** –\$204,623.14 (plus applicable NMGRT)

Funding for each year and for each selected option is contingent upon annual appropriation and issuance of a valid purchase order. Nothing in this Agreement shall be construed as a guarantee of funding beyond the current fiscal year.

B. Payment. The total compensation under this Agreement shall not exceed (Eight hundred eighteen thousand, four hundred ninety-two dollars and fifty-six cents) \$818,492.56 excluding New Mexico gross receipts tax (NMGRT). The NMGRT payable to the Contractor shall not exceed (sixty-seven thousand fourteen dollars and eight cents) \$67,014.08. The total compensation under this contract payable to the Contractor including NMGRT shall not exceed (Eight hundred eighty-five thousand five hundred six dollars and sixty-four cents) \$885,506.64. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

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

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

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of **RFP# 25074 - Event Planning and Marketing** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **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 Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: City of Santa Fe
Public Works Department
Parks and Open Space Division
Attention: Melissa A. McDonald
1142 Siler Road
Santa Fe, NM 87507

To the Contractor: Kiwanis Club of Santa Fe
Attention: Ray Sandoval
P.O. Box 622
Santa Fe, NM 87504

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided

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

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[SIGNATURE PAGE TO FOLLOW]

**The City of Santa Fe, Central Purchasing Division
AND
Public Works**

REQUEST FOR PROPOSALS (RFP)

Event Planning and Marketing



RFP# 25074

Proposals are due on: February 5, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Event Planning and Marketing Services.

B. BACKGROUND INFORMATION

The City of Santa Fe hosts a variety of community-centered events throughout the year, including its flagship Independence Day celebration at Santa Fe Place Mall, which draws approximately 41,000 attendees throughout the day. This vibrant Fourth of July event features live music from local bands and DJs, a variety of food trucks, and a grand fireworks display at dark, fostering a festive, family-friendly atmosphere for residents and visitors alike.

Originally intended as a request for proposals (RFP) specific to the Fourth of July celebration, this procurement has been expanded to allow the selected offeror to provide event services for any additional events the City may host throughout the year. This broader scope will enable the City to respond dynamically to community needs and allow for greater continuity and quality across all events, enhancing Santa Fe's position as a premier event destination.

The City seeks a qualified offeror who can deliver comprehensive event services that not only enhance the logistical coordination, safety, and accessibility of each event but also engage neighborhood groups, ensuring clear communication and responsiveness to community needs. Additionally, the offeror will actively solicit event sponsorships and private sector contributions to help offset operational expenses, increase community engagement, and foster pride in each event. Through targeted marketing and sponsorship outreach, the City aims to grow attendance, expand financial support, and elevate its event offerings as cherished community traditions that enrich Santa Fe's cultural landscape.

C. SCOPE OF PROCUREMENT

The City of Santa Fe seeks a qualified offeror to provide comprehensive services for various events throughout the year, starting with the Fourth of July Celebration. Each event may take place at different venues throughout Santa Fe, including Santa Fe Place Mall, the Plaza, Railyard Park, and other locations as designated by the City. Offerors must demonstrate the capacity to fulfill the following tasks for each event as required:

1. **Coordination with City Departments and Stakeholders**

Coordinate with relevant City departments, including but not limited to Police, Fire, Security, Communications, Parks, Special Events Permits, Land Use, and other necessary divisions. Additionally, collaborate with commercial sites, local businesses, and other stakeholders to ensure seamless operations and safety for each event. Conduct at least one Early Neighborhood Notification (ENN) meeting per event to engage with neighborhood and community groups, addressing concerns and communicating event details.

2. **Event Planning and Execution**

Plan, coordinate, and execute all logistical aspects of each event, which may include:

- Hiring contractors for traffic control, sound and lighting services, musical entertainment, staging and tent setup, and safety services.
- Arranging for public facilities such as portable toilets, handwashing stations, and seating areas.

- Developing tailored traffic control plans based on event-specific needs, including the safe management of ingress and egress.
- Organizing fireworks and/or drone displays if applicable. The offeror must provide separate costs for each alternative:
 - **Alternative #1:** Traditional fireworks display.
 - **Alternative #2:** Combined fireworks and drone display.
 - **Alternative #3:** Drone-only display as an alternative to fireworks.

3. Marketing and Promotion

Create and execute a marketing plan tailored to each event, leveraging social media platforms, print media, and radio outlets to maximize community awareness and attendance. Work with local businesses and media outlets to enhance outreach.

4. Sponsorship and Fundraising

Solicit sponsorships and contributions from private sector partners and local businesses to help offset event costs and enhance the event experience. This includes creating and managing relationships with sponsors to secure ongoing support and resources.

5. Budget Management

Develop and maintain a transparent, balanced budget for each event, accounting for all projected revenue sources (including sponsorships and City funds) and expenses. Regularly report on the budget and ensure cost-effective management practices.

6. City Service Contributions

Each event will include estimated City services to support safety, infrastructure, and logistics. Service hour contributions may vary based on the event type, scale, and location. Typical estimates per event include:

- Police: 90 hours
- Fire Department: 90 hours
- Parks Department: 60 hours
- Solid Waste: 4 hours
- Streets Department: 10 hours
- Land Use/Enforcement: 16 hours
- Community Engagement: 8 hours

The contract will result in a single award, and the awarded offeror must be prepared to provide consistent quality service across multiple events, adapting to the unique requirements of each.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

B. PROCUREMENT MANAGER

Parks and Open Space Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Phillip Lujan, Procurement Manager
 Telephone: (505) 690-5771

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Division at the following emails:

Procurement Manager: pmlujan@santafenm.gov

Central Purchasing Division: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

C. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:



DEFINITION OF
TERMINOLOGY.docx

E. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City’s Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates	Times (in Mountain)
Issue RFP	Central Purchasing Division	January 8, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	January 15, 2025	
Deadline for Written Questions	Potential Offerors	January 22,2025	5:00 PM
Response to Written Questions	Procurement Manager	January 29, 2025	
Proposals Due Date	Offerors	February 5, 2025	3:00 PM
*Interviews	Potential Offerors	February 12, 2025	
*Identification of Potential Best-Valued Offeror(s)	Evaluation Committee	February 14, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	February 26, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	March 12, 2025	
*Best and Final Offers	Offerors	March 12, 2025	
*Governing Body Approval	Governing Body	March 26, 2025	
*Contract Award(s)	Requesting Department	April 2, 2025	

*Dates indicated in after “Proposals Due Date” through “Contract award” are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

The City reserves the right to:

1. Change or extend the due date of the RFP.
2. Revise the RFP document prior to the due date.

Any such revisions will be announced by addenda to registered Potential Offerors and posted in Bid Central. If the City determines that modifications, clarifications, or additions to the RFP are necessary, all registered Offerors will receive the Amendment to the RFP in writing.

1. Issue RFP

This RFP is being issued on behalf of The City Parks and Open Space Division on the date indicated in Section II.A, Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 AM MST/MDT via MS Teams. https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDU5NjE0MjQtMTE4My00MzJiLWI4ODktZDI4ZTczZDNiZDc4%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

3. Deadline for Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Division and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Responses to Written Questions

Responses to the written questions will be provided on Bid Central, on or before the date indicated in Section II.A, Sequence of Events, and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to Bid Central; the link listed in Section, III.B.1.

5. Proposals Due Date

Only electronic proposal submission is allowed.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION VIA UPLOAD

Proposals must be submitted electronically through the link in Section III.B.1. Proposals submitted by facsimile will not be accepted.

Bid Central will keep a log of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Interviews

Offerors will be required to participate in an interview to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be present (standby) to clarify Pricing Proposal if requested.

7. Identification of Potential Best-Valued Offeror(s)

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Division or/and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section IV. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section IV will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

8. First Clarification Meeting

The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

9. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

10. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive

submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in Section II. A, Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

11. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to the Governing Body.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

13. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

14. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

C. GENERAL REQUIREMENTS



GENERAL
REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Bidders must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Main portion and cost portion of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Main Proposal," or "Cost Proposal," on the front page of each upload.

ELECTRONIC proposal submissions must be fully submitted on:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx> by the submission deadline in Section II.B. Submissions cannot be password protected and **must be in PDF format**. *The Offeror **must** ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*

LATE PROPOSALS MAY NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of **Section III Response, Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration & Checklist	Pass/Fail
Attachment B	Campaign Contribution Disclosure Form	Required
Attachment C	Conflict of Interest	Required
Attachment D	Non-Collusion Affidavit	Required
Attachment E	Key Personnel Proposal Form	Pass/Fail
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Pass/Fail
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Pass/Fail

IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee's evaluation of the offeror's understanding of the objectives of this project. The Pre-Proposal Meeting will be important for vendors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the four criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview	25
5	Local Preference	3 or 6*

Description of Evaluation

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

- a) **Proposal Cover Page, Declaration and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration and Checklist (Attachment A).
- b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant contract.
- c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F must be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.
- d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).
 - i. Purpose of PC Submittal
 - i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
 - ii. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.
 - ii. PC Submittal Format Requirements
 - i. PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
 - ii. A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
 - iii. Failure to comply with any of the PC format requirements may result in disqualification.
 - iv. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
 - v. References used in the PC submittal must be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.
 - iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the

City's specific needs. It should summarize the metrics that show the offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan must be included in the proposed base project cost (see Attachments F and G1).

- iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) must NOT be included in the proposed base Cost (see Attachment F).
- v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).
- e) Interviews - The offerors will be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested.
- f) Local Preferences
Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, an offeror must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, Section 13-1-22.

- A. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- B. When the City makes a purchase using a formal request for proposals' process and the contract is awarded based on a point-based system, the City shall award additional points equivalent to 3% of the total possible points to a local resident business. The City shall award an additional

3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6% on projects funded by the city.

A. Solicitations above One Million Dollars (\$1,000,000)

- a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

Project Revenue Controls of the Best Value Approach (BVA)

There are two revenue controls in the BVA including:

- a) Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.
- b) Selection Check: Before the contract is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

Clarification

The potential best value Offeror(s) will be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offeror(s) an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Monthly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

Award

The City will notify each offeror in writing of the City's decision.

- a) The City reserves the right to reject any or all proposals and to award more than one offeror and to an offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.
- b) The City at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

- c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements as a result of the RFP response can be added or amended, at the City's sole option, to the existing agreements. It should be understood that obligations of confidentiality will be an important condition of any resulting contractual arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence.

All vendor's performance will be tracked by the Department POC through the Monthly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration & Checklist (Include as cover page in the proposal)
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit
Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Monthly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Proposal. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

- Attachment A Proposal Cover Page, Declaration & Checklist (Include as cover page in the proposal)
- Attachment B Campaign Contribution Disclosure Form
- Attachment C Conflict of Interest
- Attachment D Non-collusion Affidavit
- Attachment E Key Personnel Lead Form
- Attachment F Project Cost Proposal Form
- Attachment G Project Capability Submittal (LE, RA, VA) Checklist and Format
- Attachment G (1) Level of Expertise (LE) Plan
- Attachment G (2) Value Added (VA) Plan
- Attachment H Reference List

RFP# 25074

Phone Number

Company Name

Mailing Address

FED ID#

City and Country

NMBTIN#

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- _____ No subcontractors will be used in the performance of any resultant contract, OR
- _____ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP; and
 - I acknowledge receipt of all amendments to this RFP, if any.

_____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section [13-1-181](#) or a contract that is executed may be ratified or terminated pursuant to Section NMSA 1978, Section [13-1-182](#) if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money. or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without

compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Section [13-1-28](#) through [13-1-199](#)] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia
Councilor Christopher Rivera
Councilor Amanda Chavez
Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Event and Marketing Manager each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City’s policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Event and Marketing Manager and known key personnel needs to describe the conflict.

The Event and Marketing Manager agrees that, if after award, an organizational conflict of interest is discovered, the Event and Marketing Manager makes an immediate and full written disclosure to the City that includes a description of the action that the Event and Marketing Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Event and Marketing Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City,

the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Event and Planning contract. For the duration of this firm's involvement in the Event Planning and Market contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Event Planning and Market contract.

I certify that this firm will keep all Event Planning and Marketing contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Event Planning and Marketing contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Event Planning and Marketing contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization’s name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Management Cost for Project: _____

Provide a Total Cost to deliver the requested project, including all of the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods:

1. A cost breakout by ten project deliverables
2. A cost breakout by project area (Labor and Overhead)
3. Add additional deliverables if needed

Total Cost: _____

#	Deliverable	Cost
1	Event Management Fee - include planning, coordination, execution	\$
2	Sound and Lighting Services – audio/visual and lighting	\$
3	Staging and Tent Services – rental/install of stages, tents, infrastructure	\$
4	Safety Services – safety personnel and equipment	\$
5	Public Facilities – provision for portable toilets, handwash stations, etc.	\$
6	Entertainment Services – music, DJ’s, performers	\$
7	Display Shows – Fireworks	\$
8	Display Shows – Drone	\$
9	Advertising - marketing, promotion, advertising	\$
10	Additional/Misc. - percentage from materials.	\$

Total Cost \$

#	Project Area	Cost
1	Labor (# of Man hours)	\$ ()
2	Overhead	\$

Total Cost \$

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-page PC Submittal limit. Failing to answer or answering “No” to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 2 pages or less (1 page maximum per document)? Yes No
2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? Yes No
3. Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? Yes No
4. Do you understand that the contents of PC Submittal will become part of the Contract? Yes No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? Yes No

ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other offerors. The Offeror **may not change prefilled information or exceed the 1-page limit for this section.** Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

***Note: the instructions above and the example in table below may be deleted from this form.**

Requirement	City of Santa Fe	Offeror's Project Performance	Ref #
# of event planning and marketing projects	1		
# of event planning and marketing projects in New Mexico	1		
Average Budget (\$)	\$60K		
Average # of people in attendance	41000		
Average Time at the event (mins)	78		
Average # of sponsorships	1		
Average \$ amount received from sponsorship and fundraising	N/A		
Average Customer Satisfaction	10/10		
Average Cost Deviation (%)	0%		
Average Time Deviation (%)	0%		

Additional Project Performance Criteria	Offerors's Project Performance	Ref #

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
0	Relationships with companies that will sponsor the event	-5%	0	Decreased cost by 5%	1
1					
2					
3					

ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List’s “Ref #” must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Client A	POC Name A	A@gmail.com	(###) ### - ####	\$ 1,800,000	1/1/2020 - 5/1/2020
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

- a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Vendor(s) and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Phase). If the vendor provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award(s).
- b. The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the products/services maximized without any vendor price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the vendor based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Monthly Risk Report to mitigate risk.
- c. It is the Offeror's responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror's responsibility to manage and mitigate the risk of their offering. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.
- d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror's scope of services in the Clarification Phase include:
 - i. Proposed detailed plan from beginning to end.
 - ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
 - iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
 - iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
 - v. If any risk is identified, the Offeror must ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
 - vi. A Monthly Risk Reporting System (MRRS, Attachment F), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a Monthly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

- a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.
- b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:
 - i. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-contractors, designer / AE, interested parties, etc.).
 - ii. Present the scope of services (schedule, cost, deliverables, etc.).
 - iii. Identify the City's responsibilities.
 - iv. Propose the Monthly Risk Report (WRR) format.
 - v. Field questions and concerns from City stakeholders.
 - vi. Listen to concerns, issues, and comments from the City stakeholders.
 - vii. Propose a schedule to finalize the Clarification Phase and the contract documents.
- c. Once the First Clarification Meeting is held, and if the City is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
 - i. Revisit the site/buildings/campus to do any additional investigating.
 - ii. Coordinate with all parties that will be involved with the delivery of products/services.
 - iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
 - iv. Finalize the Clarification Document (contract, WRR, payment schedule, scope of work).

3. CLARIFICATION DOCUMENT

The final Clarification Document will include the following:

- a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
- b. Finalized scope documents which include details on how the tasks will be completed.
- c. Description of the end deliverable in terms of simplified metrics.
- d. Detailed scope descriptions— A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
- e. Monthly Risk Report format (WRR)
- f. Project financial summary.
 - i. The Offeror's Original Price Proposal.
 - ii. A list of agreed/accepted Value-Added Options (with impact to price)
 - iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
 - iv. A Price Breakout and Payment Schedule.
- g. Project and emergency contact list.
- h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

4. FINAL CLARIFICATION MEETING

- a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The

final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

- b. The Offeror should give a presentation, which walks the City through the entire contract period and summarizes all of the coordination and planning done during the Clarification Phase. The Offeror should bring its team and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the City is responsible for during the contract period. The Offeror must convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Phase.

ATTACHMENT J – MONTHLY RISK REPORTING SYSTEM GUIDE

Overview

The Monthly Risk Reporting System (MRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The MRRS does not substitute or eliminate Monthly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the MRRS is to allow the vendor to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the vendor (or entities subcontracted by the Vendor), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The Monthly report is an Excel file that must be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report must be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Monthly Reports are to be emailed by Monday.

The Monthly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the Monthly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the vendor should not wait to submit the Monthly risk report. The vendor must contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the vendor (and its team).

ATTACHMENT K - DRAFT CONTRACT

The draft represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the contract prior to, or during, the award process, as necessary.

(Draft contract attached as a separate pdf.)

From: [LUJAN, PHILLIP M.](#)
To: [LOVATO, JOANN D.](#)
Cc: [MCDONALD, MELISSA A.](#)
Subject: FW: Horizons Inquiry
Date: Wednesday, November 6, 2024 8:51:41 AM
Attachments: [image001.png](#)
[image001.png](#)

JoAnn,

This is the Horizons Declination for the RFP file.

Phillip M. Lujan

Parks Administrative Manager
505-690-5771

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, November 5, 2024 3:56 PM
To: LUJAN, PHILLIP M. <pmlujan@santafenm.gov>
Subject: Re: Horizons Inquiry

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

Good morning Phillip,

We will respectfully decline this opportunity.

Thank you,

Matt

Matt Loehman
Executive Director

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

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

On Tue, Nov 5, 2024, 2:42 PM LUJAN, PHILLIP M. <pmlujan@santafenm.gov> wrote:

Hello Matt,

SOP from Parks for consideration: Comprehensive services for the City of Santa Fe's Fourth of July Celebration, currently planned at Santa Fe Place Mall, [4250 Cerrillos Road, Santa Fe, NM, 87507](#). The following tasks are required: Coordination with City Departments and Stakeholders, Event Planning and Execution, Marketing and Promotion, Sponsorship and Fundraising, & Budget Management.

Phillip M. Lujan

Parks Administrative Manager
City of Santa Fe
Parks and Open Space Division
505-955-2102 (office)
505-690-5771 (cell)



From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [LUJAN, PHILIP M.](#)
Cc: [LOVATO, JOANN D.](#); [MCDONALD, MELISSA A.](#); [Joseph kashiwagi](#); [SANCHEZ, KATHY S.](#); [Jacob Kashiwagi](#); [GABALDON, RACHEL D.](#)
Subject: Re: 4th of July RFP - Next Steps
Date: Tuesday, November 5, 2024 2:24:35 PM
Attachments: [image001.png](#)
[image002.png](#)
[image001.png](#)
[image002.png](#)

Hi, this is professional.

Thank you.

Regards,

Travis Dutton-Leyda Chief Procurement
Officer City of Santa Fe
200 Lincoln Avenue Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

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



Vision without action is merely a dream.

Action without vision passes the time.

Vision with action can change the world. ~ Joel A. Barker

From: MCDONALD, MELISSA A.
Sent: Friday, October 18, 2024 12:18 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: LUJAN, PHILLIP M. <plujan@santafenm.gov>
Subject: RFP for Kiwanis Club of Santa Fe

Hi Travis,

Thank you for your guidance on procuring these services. The Zozobra event is not included in this contract, and much of the work for that event on our end is managed through the permit process.

Attached and below is the Scope of Work for the Fourth of July Celebration.

Scope of Work

The Contractor shall provide comprehensive services for the City of Santa Fe's Fourth of July Celebration, currently planned at Santa Fe Place Mall, 4250 Cerrillos Road, Santa Fe, NM, 87507. The following tasks are required:

1. Coordination with City Departments and Stakeholders

Coordinate with all relevant City departments, including but not limited to, Police, Fire, Security, Communications Division, Parks, Special Events Permits, Land Use Department, and other necessary divisions. Additionally, collaborate with commercial sites and other stakeholders to ensure smooth operations and safety for the event. Ensure communication and engagement with neighborhood and community groups by conducting at least one community ENN (Early Neighborhood Notification) meeting before the event.

1. Event Planning and Execution

Plan, coordinate, and execute all logistical aspects of the Fourth of July event, including:

- * Hiring contractors for traffic control, sound and lighting services, musical entertainment, tent setup, and safety services.
- * Arranging for porta potties, handwashing stations, and other necessary public facilities.
- * Developing a comprehensive traffic control plan, including directing event traffic to utilize the trail access point underneath Rodeo Road for safe egress.

Options for Fireworks Show: Please provide separate costs for each alternative.

- * Alternative #1: Plan and execute a traditional fireworks display.

- * Alternative #2: Plan and execute a combined fireworks and drone display.
- * Alternative #3: Plan and execute a drone-only display as an alternative to fireworks.

1. Marketing and Promotion

Develop and implement a targeted marketing plan to promote the event through social media platforms, print media, and radio outlets to ensure broad community awareness and attendance.

1. Sponsorship and Fundraising

Actively solicit contributions from private sector sponsors and businesses to offset event costs and help cover operational expenses.

1. Budget Management

Produce and maintain a balanced operating budget, reflecting all projected income (including private contributions and city funds) and expenses related to the event. Ensure financial transparency and cost-efficiency in the execution of the event.

Thank you,
Melissa

Melissa McDonald, PLA
Parks and Open Space Division Director
mamcdonald@santafenm.gov
505-303-9502
[Parks and Open Space - 2023 Logo - Print]



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

BUSINESS REGISTRATION

Business Name: THE KIWANIS CLUB OF SANTA FE NM
DBA: THE KIWANIS CLUB OF SANTA
FE NM

Business Location: 1401 SANTA CRUZ DR
Santa Fe, New Mexico 87505

CRS Number: 03226802005

Owner:

License Number: 241866

License Type: Business License - Renewable

Issued Date: November 26, 2025

Classification: Business Registration - Standard

Expiration Date: November 26, 2026

Fees Paid: \$35.00

Description: Service Club that operates events in Santa Fe area. Zozobra, Dia de los Muertos, NYE on the Plaza.

THE KIWANIS CLUB OF SANTA FE NM

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 E-MAIL ADDRESS: kiwaniscert@hylant.com		FAX (A/C, No): 317-817-5151
	INSURER(S) AFFORDING COVERAGE		
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER A : Lexington Insurance Company		NAIC # 19437
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER: 731782681

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: District	Y	020744212	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		020744212	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention		020744212	10/1/2025	10/1/2026	All Claims \$150,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included), July 2nd-July 5th, 2026, or any future date(s) during the policy term.

Fourth of July 2026

Located @ City of Santa Fe (Franklin Miles Park)
 Kiwanis Club of Santa Fe K00479

Certificate holder is listed as additional insured per the attached endorsement.
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Lincoln Avenue Santa Fe NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Hylant - Indianapolis		NAMED INSURED Kiwaniis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary and Non-contributory endorsement is attached.
 Waiver of Subrogation endorsement is attached.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

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

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

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

- 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

LX4309 (06/14)	Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.	Page 2 of 2
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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



**Authorized Representative OR
Countersignature (In states where applicable)**

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



**Authorized Representative OR
Countersignature (In states where applicable)**



Michael J. Garcia, Mayor

Date: March 20, 2026

To: Michael J. Garcia, Mayor
Quality of Life Committee, Finance Committee, and Governing Body

Via: Andrea K. Phillips, Deputy City Manager

From: Steve Kaspan, Parking Division Director, Public Works
Terry Lease, Manager, Asset Development

Subject: Lease Agreement Between City of Santa Fe and Hotal Flora LLC

ANDREA PHILLIPS

SK

TL

ITEM AND ISSUE:

Public Works Parking Division and Asset Development respectfully requests your review and approval of the Lease Agreement between City of Santa Fe (“City” or “Lessor”) and Hotel Flora, LLC (“Lessee”) for 14 parking spaces located on the third/bottom floor of the City-owned Parking Structure located at 503 Camino de la Familia, Santa Fe, NM, also known as Railyard Municipal Garage; (Steve Kaspan, spkaspan@santafenm.gov, (505) 955-6611, Terry Lease, tjlease@santafenm.gov, (505) 629-2206)

BACKGROUND AND SUMMARY:

The City owns and operates an underground parking structure (“Parking Structure”) within the Santa Fe Railyard that has 3 levels and over 400 parking spaces, with a secured vehicular entrance/exit. The Parking Structure is located at the north end of Camino de la Familia. Lessee owns and will soon operate a hotel known as Hotel Flora (“Hotel”) located near the Parking Structure. Lessee wishes to lease 14 parking spaces located on the third/bottom floor of Parking Structure for parking vehicles in support of Hotel. It has been determined that there is sufficient space availability in the garage so this lease will not negatively affect hourly visitors and monthly permit holders.

The Initial Term of the proposed lease is 5-years with one 5-year Option Term, subject to prior written notice by Lessee and subject to the City’s approval. Base Rent is \$1,837.50 per month (\$22,050.00 per year) with 2.5% annual increases. The Rent Commencement Date is the first day of the month following the issuance of a certificate of occupancy for Lessee’s hotel or the first day of the month following the 12-month anniversary of the Execution Date of the Lease Agreement, whichever occurs first.

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1

Elizabeth “Liz” Barrett, District 2
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4
Amanda Chavez, District 4

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

Munis Org Name/Number: 5350451

Munis Object Name/Number: 435900

Budget Officer / Designee: Andy Hopkins Date: 03/24/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement

Chief Procurement Officer (CPO) / Designee: N/A - Exempt Date: _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

License Agreement

Certificate of Insurance

Real Property Determination

**LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND HOTEL FLORA, LLC**

This LEASE AGREEMENT (“Lease Agreement”) is made and entered into as of the date of the last signature (“Effective Date”), by and between the CITY OF SANTA FE, a municipal corporation (“City” or “Lessor”) and HOTEL FLORA, LLC, a New Mexico limited liability company (“Lessee”), collectively the “Parties”.

WHEREAS, the Santa Fe Railyard Development (“Railyard”) is a 50-acre master planned commercial development located in the heart of the City; and

WHEREAS, the City owns and operates an underground parking structure (“Parking Structure”) within the Railyard that has 3-levels, over 400 parking spaces and a vehicular entrance/exit at the north end of Camino De La Familia; and

WHEREAS, Lessee owns, and will operate after issuance of a certificate of occupancy, a hotel known as Hotel Flora (“Hotel”) located at 400 Market Street in the Railyard and adjacent to the City’s Parking Structure; and

WHEREAS, Lessee is in need of additional parking spaces to support the operation of the Hotel; and

WHEREAS, the City desires to lease a portion of the City-owned Parking Structure to allow Lessee to park cars in support of the Hotel operations.

WITNESSETH:

In consideration of the Lessee’s promises herein, Lessor hereby grants Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use and occupy, subject to the terms and conditions of this Lease Agreement, 14 parking spaces located on the third/bottom floor of the City owned Parking Structure located at 503 Camino De La Familia, Santa Fe, NM, also known as Railyard Municipal Garage (“Premises”) and adjacent to Lessee’s Hotel to the west, as shown on **Exhibits A and A1** of this Lease Agreement. The Premises includes rights of ingress and egress thru the vehicular entrance/exit located at the north end of Camino De La Familia, and pedestrian access thru the stairs in the northwest corner of the 500 Market Street Condominium #2 and the stairs and elevator located on Market Street.

Lessee shall take possession of the Premises on the Rent Commencement Date defined below. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

2. LEASE TERM

- a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of five (5) years with one (1) "Option Term" of five (5) years.
- b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term, and approval or denial of any Option Term shall be at Lessor's sole discretion. All terms, covenants and conditions of this Lease Agreement, excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.
- c. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

3. RENT

- a. Base Rent. Lessee shall pay first year **monthly rent** of **\$1,837.50** (\$131.25/space/month) which is due on the Rent Commencement Date defined below and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever; the total first year annual rent is \$22,050.00. Lessee shall make payments to: City of Santa Fe, Parking Division, PO Box 909, Santa Fe, NM, 87504-0909.
- b. Rent Commencement Date. The Rent Commencement Date shall be the first day of the month following the issuance of a certificate of occupancy for Lessee's Hotel, or the first day of the month following the 12-month anniversary of the Execution Date, whichever occurs first.
- c. Penalty for Late Rent Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.
- d. Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the attached Rent Schedule.
- e. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as **Exhibit B**.

4. USE OF PREMISES

Conditions of Use.

- a. Purpose. Lessee shall use the Premises solely for the purpose of parking vehicles in support of Lessee's Hotel, subject to the Municipal Charter and Code of Ordinances of the City of Santa Fe, Article IX (Parking Regulations), which may be amended from time-to-time.
- b. Speed. Lessee, including and not limited to, Lessee's employees and assigns, shall at no time exceed the posted 10 miles per hour speed limit.
- c. Vehicles. All vehicles to be parked on the Premises shall not exceed 7-feet in height, shall fit within the parking space lines and not protrude into the drive lane.
- d. Lessee understands that the City has no responsibility for the security of vehicles parked within the Premises. However, Lessee may provide its own security staff if desired by Lessee, and such security staff shall report any unusual or security related activity to City Parking Staff and any security contractor retained by the City. City shall provide contact information to Lessee.
- e. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make improvements to the Premises which are required to comply with the City of Santa Fe Land Use Code, which includes the Historic District Development Rules, the State of New Mexico Construction Industries Code and all other applicable local, state and federal regulations. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.
- f. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.
- g. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ 10-7 SFCC 1987) (the Pest Management Policy).

5. REPAIRS & MAINTENANCE

- a. During the term of this Lease and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises.
- b. During the term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be

responsible for the costs of any and all required repairs and replacements that arise during the Term of this Lease Agreement.

- c. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.
- d. Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 herein.
- e. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, City may, and is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

6. UTILITIES & SERVICES

Lessor, at Lessor's sole cost and expense, agrees to provide the following:

- a. All electricity and refuse disposal services; and
- b. Pest control services; and
- c. Snow removal services.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

- a. Property Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.
- b. Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of 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. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and CG 20 37 (completed operations).

- c. Workers' Compensation Insurance with statutory limits, and Employer's Liability insurance with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.
- d. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns.

Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the Lease 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

13. TERMINATION

- a. Either party may terminate this Lease Agreement upon the failure of a party (“Breaching Party”) to comply with any provisions contained herein. Prior to termination, The party asserting a breach has occurred (“Non-Breaching Party”) shall hand deliver or mail notice to the Breaching Party via certified or registered mail specifying:
 - i. the breach;
 - ii. the action required to cure the breach;
 - iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to the Breaching Party, by which such breach must be cured; and
 - iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

The Non-Breaching Party may, at its discretion, permit a reasonable period to cure longer than provided for in the letter, so long as the Breaching Party is working diligently to cure the breach. The Non-Breaching Party may demand proof such as communications with the Breaching Party’s contractor(s) explaining the delay, and revoke the extension and terminate this Lease at the Non-Breaching Party’s sole discretion. For the purposes of this paragraph, all exercise of discretion by Lessor shall be by Lessor’s City Manager

- b. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the early termination date.
- c. At the termination of this Lease Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:
 - i. Deterioration caused through reasonable use and ordinary wear and tear;
 - ii. Alterations, improvements or conditions made with Lessor’s written approval.

14. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	City of Santa Fe Attn. City Manager P.O. Box 909 Santa Fe, NM 87504	To Lessee:	Hotel Flora, LLC Attn. General Manager 400 Market St Santa Fe, NM 87501
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With a copy to: City of Santa Fe
Attn. Asset Development Manager
P.O. Box 909
Santa Fe, New Mexico 87504

15. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

16. SEVERABILITY

In the event that one or more of the provisions contained in this Lease 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.

17. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

18. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

20. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

21. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease 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.

22. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

23. SECURITY DEPOSIT

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay rent, or otherwise defaults under this Lease Agreement, City may use, apply or retain all

or any portion of said Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from City, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, City shall have the right to increase the Security Deposit to the extent necessary, in City's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such change the financial condition of Lessee is, in City's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease Agreement, if City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease Agreement.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the last date of signature below.

LESSOR: CITY OF SANTA FE

LESSEE: HOTEL FLORA, LLC

MICHAEL J. GARCIA, MAYOR

Tim Thompson
Tim Thompson (Mar 13, 2026 08:27:56 MDT)

TIM THOMPSON, MANAGING MEMBER

DATE: _____

DATE: Mar 13, 2026

ATTEST:

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Ruby Crews
Ruby Crews (Mar 17, 2026 08:50:31 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

ANDREA K. PHILLIPS, INTERIM FINANCE DIRECTOR
Business Unit/Line Item 5350451/435900

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Exhibit A – Premises

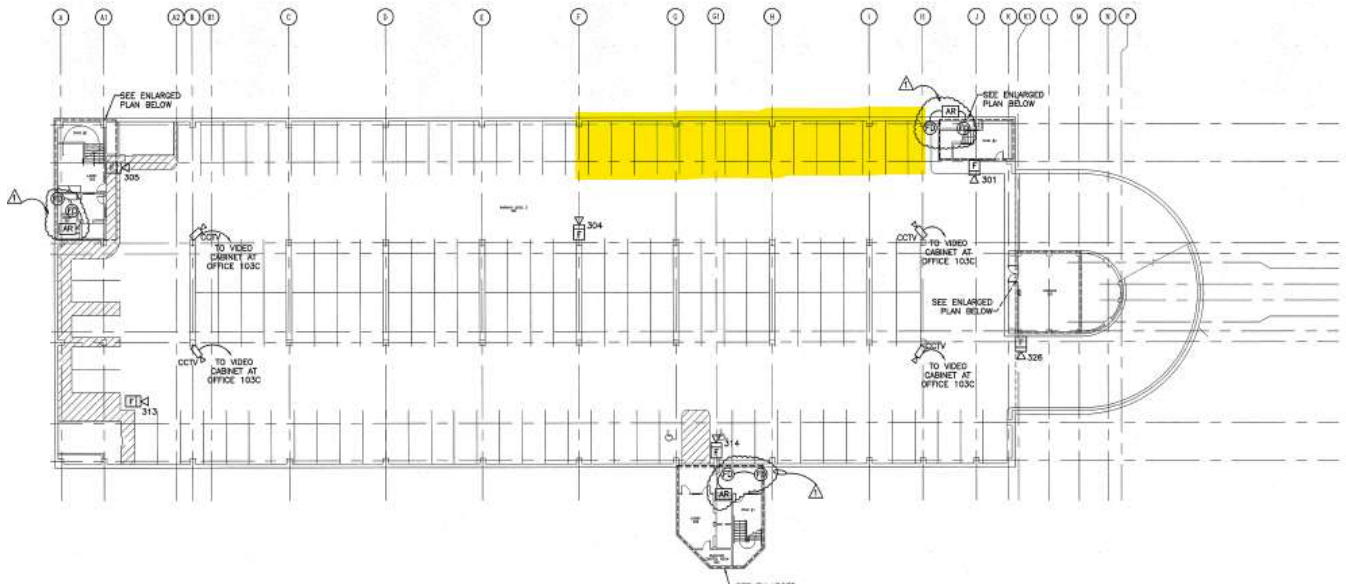


Exhibit A1 – Premises



Exhibit B – Rent Schedule

Option Years	Year	Term Dates		Leasable Parking Spaces	Total Annual Rent	Escalation	Monthly Rent
	1	4/1/2026	3/31/2027	14	\$22,050.00		\$1,837.50
	2	4/1/2027	3/31/2028	14	\$22,601.25	2.50%	\$1,883.44
	3	4/1/2028	3/31/2029	14	\$23,166.28	2.50%	\$1,930.52
	4	4/1/2029	3/31/2030	14	\$23,745.44	2.50%	\$1,978.79
	5	4/1/2030	3/31/2031	14	\$24,339.07	2.50%	\$2,028.26
*	6	4/1/2031	3/31/2032	14	\$24,947.55	2.50%	\$2,078.96
*	7	4/1/2032	3/31/2033	14	\$25,571.24	2.50%	\$2,130.94
*	8	4/1/2033	3/31/2034	14	\$26,210.52	2.50%	\$2,184.21
*	9	4/1/2034	3/31/2035	14	\$26,865.78	2.50%	\$2,238.82
*	10	4/1/2035	3/31/2036	14	\$27,537.43	2.50%	\$2,294.79



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (Steward Risk), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and INSURED (State Properties Of New Mexico, LLC) information.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability policy and Commercial Umbrella policy include an additional insured endorsement that provides additional insured status to the certificate holder.

The General Liability policy includes an endorsement that provides a (30) day notice of cancellation to be furnished to the certificate holder on file with the company, and a (10) day notice of cancellation for non-payment of premium.

The Commercial Umbrella policy includes an endorsement that provides a (30) day notice of cancellation to be furnished to the certificate holder on file with the company, and a (10) day notice of cancellation for non-payment of premium.

Table with CERTIFICATE HOLDER (City of Santa Fe) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)



City of Santa Fe, New Mexico

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

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

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

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

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

The following are General Services:

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

General Services (continued):

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

General Services (continued):

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

The following are Professional Services:

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

Professional Services (Continued):

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

Professional Services (Continued):

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

The following are Construction Services:

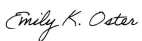
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent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

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025

Signature: Terry Lease
Terry Lease (Mar 20, 2026 10:51:40 MDT)
Email: tjlease@santafenm.gov

Signature: Steve Kaspan
Steve Kaspan (Mar 20, 2026 13:08:56 MDT)
Email: spkaspan@santafenm.gov

Signature: akphillips
ANDREA PHILLIPS (Mar 24, 2026 11:41:53 MDT)
Email: akphillips@santafenm.gov



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 3/27/26

Project Title: HOUSING TRUST MORTGAGE REDUCTION

Project Type: CIP Grant Internal Tracking

Department: AFH Project Manager: FAVIOLA CHAVEZ Ext: 6346

Project Date Range: 7/1/2025 to 9/30/2026 Create Fixed Asset

Project ID: AFH2624002

Grant ID: F2601

Approved By: ERIKA LUJAN
ERIKA LUJAN (Mar 27, 2026 14:47:07 MDT)

CMT (Finance Use Only)

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

PROJECT TOTAL: 208072.18

Funding Source: HUD B25 CDBG % of Funding: 100

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 100,000.00

Funding Source: HUB 24 REPROGRAMMED FUNDING % of Funding: 100

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 108,072.18

Expense String Phase:

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

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

Phase: GRANTS/SERVICES MUNIS ORG: 2402750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: HUD B25 MC-35-003 CDBG ENTITLEMENT GRANT Awarded Amount: 633,475.00

AR Charge Code: 2402750.490520 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

Grantor Name: HUD B24-MC-35-003 REPROGRAMMED FUNDS Awarded Amount: 108,072.18

AR Charge Code: 2402750.490520 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

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



The Purchasing Memo

Date: March , 2026

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

From: Roberta Catanach, Project Administrator, Office of Affordable Housing RC

Via: Faviola Chavez, Director, Office of Affordable Housing Faviola Chavez
Faviola Chavez (Mar 26 2026 17:40:09 MDT)

Subject: Community Development Block Grant (CDBG) Program Year 2025 - FY26

Vendor Name: Santa Fe Community Housing Trust

Munis Vendor Number: 1570

ITEM AND ISSUE:

The Office of Affordable Housing respectfully requests your review and approval of this CDBG contract in amount of \$100,000 of 2025-26 Entitlement funds plus \$108,072.18 of re-programmed funds from FY 2024 for a total of \$208,072.18 for Mortgage Reduction Assistance for a minimum of eight (8) households at or below 80% AMI. Assistance will be capped at \$25,000 per household, for a term of one year.

CONTRACT NUMBER:

The FY26 Munis contract number is **3260168**

BACKGROUND AND SUMMARY:

The Community Development Block Grant (CDBG) Program is funded annually by the U.S. Department of Housing and Urban Development (HUD) to support a wide range of housing and community development activities that benefit low- and moderate-income residents. The City of Santa Fe, along with more than 1,100 other jurisdictions nationwide, is designated as an "entitlement community," which means it receives a direct annual allocation of CDBG funds based on a formula that considers factors such as poverty level, population, housing overcrowding, age of housing stock, and population growth relative to other metropolitan areas.

The following CDBG applicants were deemed responsive and eligible for funding. Because the funding requests for CDBG far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Consolidated Plan. The City anticipates receiving **\$633,475** in new CDBG funding for the upcoming fiscal year. Of this, **\$126,695.00 (20%)** will be allocated for administrative costs.

In addition to the anticipated entitlement amount, the City proposes to:

- **Reprogram \$135,957.33** in unspent funds from prior-year projects
- **Utilize \$200,000** in anticipated program income from financing programs managed by Homewise and the Housing Trust.

This results in a total estimated funding amount of **\$769,432.33** available for Program Year 2025–2026.

Recommended Project Allocations

Following a competitive Request for Proposals (RFP) process with review and recommendation by the Community Development Commission, the following projects are proposed for CDBG funding in Program Year 2025-2026:

- **Homewise** – \$85,000 – Energy Efficiency Improvements
- **Interfaith Community Shelter – Summer Safe Haven for All** – \$45,000
- **Santa Fe Community Housing Trust** – \$100,000 of entitlement funds for FY 2025-26 (plus \$108,072.18 from FY 2023 in reprogrammed funds for a total of \$208,072.18)
- **Santa Fe Habitat for Humanity – Home Repair Program** – \$135,000
- **Santa Fe Public Schools Adelante Program – Expanded School Liaison Project** – \$40,000
- **YouthWorks – Social Justice Kitchen Facility Renovation** – \$101,780.00 of Entitlement funds for FY 2025-26 (plus \$27,885.15 from FY 2024 in reprogrammed funds for a total of \$129,665.15)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: CDBG/242

Munis Org Name/Number: Housing Community Development Programs/2422750

Munis Object Name/Number: 490520/ 510400

Budget Officer / Designee: *Andy Hopkins* _____ **Date:** 03/27/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

CDBG – RFP 25102 – Released on January 17, 2025; 9 submissions and 6 were selected for award based on Funding Feasibility, Performance Measurement, Demonstrated Capability, Meets National Objective, Leverage/Match

Chief Procurement Officer (CPO)/Designee:  _____ **Date:** 03/27/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: RFP

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

Subrecipient Agreement

AGREEMENT BETWEEN THE CITY OF SANTA FE, NEW MEXICO AND
SANTA FE COMMUNITY HOUSING TRUST FOR
MORTGAGE REDUCTION ASSISTANCE
2025 Funding Year
Program Dates: October 1, 2025 – September 30, 2026
CDBG Number: 14.218, Community Development Block Grant
UEI# QLN2YKMMJ8X6

THIS AGREEMENT, entered this ____ day of _____, 2026 by and between the City of Santa Fe, a municipal corporation (herein called the “City”) and Santa Fe Community Housing Trust (herein called the “Subrecipient”).

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

I. SCOPE OF WORK

The intent for the use of these funds is to serve the entire spectrum of housing needs including those who are currently experiencing homelessness, renters, homebuyers, and homeowners.

The Community Development Block Grant (CDBG) regulations require that grantees expend not less than 70% of their annual CDBG grant fund for activities that benefit Low-moderate income persons (see 24 CFR 570.200(a)(3)). This is one of the key factors in selection of eligible

activities. The determination of LMI is based on a percentage of the area's Average Median Income (AMI). Specifically, the eligibility threshold is less than 80% of the current AMI.

The annual income must be verified for a person, family or household only for **direct benefit** activities such as homeownership assistance, home improvement, or receipt of public service. Income verification of the eligibility of individual persons, families or households is **not** needed for the following national objectives: area benefit, presumed limited clientele, slum/blight, or urgent need. According to HUD, presumed limited clientele include abused children, battered spouses, severely disabled adults, homeless persons, illiterate adults, persons with AIDS, migrant farm workers and the elderly.

ACTIVITIES

The subrecipient agrees to utilize CDBG funds for projects that serve low to moderate income residents or working 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 eight (8) households at or below 80% AMI. Assistance will be capped at \$25,000.00 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 form.

GENERAL ADMINISTRATION

A. National Objectives

The authorizing statute of the CDBG program requires that each eligible activity (other than planning and program administration) meet a National Objective. For this Agreement, the applicable National Objective is Benefit Low- and Moderate-Income (LMI) persons through LMI Housing (owner-occupied rehabilitation/home repair) under 24 CFR 570.208(a)(3).

The Subrecipient certifies that all assisted units under this Agreement will be owner-occupied by income-eligible LMI households ($\leq 80\%$ AMI) and that income eligibility will be verified and documented at the time assistance is provided, consistent with 24 CFR 570.506 and City requirements.

The Subrecipient shall not claim Slum/Blight or Urgent Need for this scope unless directed and approved in writing by the City in advance and supported by complete file documentation meeting HUD requirements.

The national objective of the Community Development block Grant program by benefiting low and moderate-income persons.

By providing services to current homeowners that are low-income to prevent displacement, provide continued housing stability and improve quality of life with much needed home improvements and property rehabilitation. This project, as outlined in the contract, will support:

- Benefiting low- and moderate-income (LMI) persons or households

By reducing housing cost burdens and promoting housing stability through their mortgage reduction program.

B. Levels of Accomplishment – Goals and Performance Measures

Project performance will be measured through quarterly progress reports. Oversight will also include a site visit, audit interviews, and periodic communications regarding expenditures, invoices, and any successes or challenges related to the project. These measures will help ensure the project is executed within the contractual period.

C. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not

taken by the Subrecipient within a reasonable period of time (e.g., 30 days) after being notified by the City, contract suspension or termination procedures will be initiated.

II. PERIOD OF PERFORMANCE

Services of the Subrecipient shall start on the date of this Agreement and end on the 30th day of September 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. WORK PLAN & BUDGET

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. **Program Budget:** the following budget shall guide the implementation of funded activities and directly reflect the Application submitted by the Subrecipient when it applied for CDBG funds. Any budget amendments shall be submitted in writing to the Office of Affordable Housing for approval.

LINE ITEM	AMOUNT
Salaries/Wages and Fringe Benefits	\$
Fringe Benefits	\$
Office Space (Program only)	\$
Utilities	\$

Communications	\$	
Reproduction/Printing	\$	
Supplies and Materials	\$	
Mileage	\$	
Audit	\$	
Other (Specify): Down Payment Assistance Reprogramed 2023 CDBG EN award number B-23-MC-35-0003	CDBG EN: QLN2YKM	\$100,000
	Additional Funds: 2023	\$108,072.18
Indirect Costs (Specify)	\$	
Total	\$208,072.18	

Any indirect costs charged must be consistent with the conditions of Paragraph VII (C)(2) of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

IV. PAYMENT

The City shall pay to the Subrecipient 2023 CDBG reprogrammed for \$108,072.18 and 2025 CDBG Award of \$100,000.00 for services satisfactorily performed, such compensation shall not exceed \$208,072.18. The total amount payable to the Subrecipient under this Agreement, including gross receipts tax and expenses, shall not exceed \$208,072.18 This amount is a maximum and not a guarantee that the work assigned to be performed by the Subrecipient under this Agreement shall equal the amount stated herein. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the

line-item budgets specified in Paragraph III and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

The parties do not intend for the Subrecipient to continue to provide services without compensation when the total compensation amount is reached. The Subrecipient is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Subrecipient 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.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, electronic mail, facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

Communication and details concerning this contract shall be directed to the following contract representatives:

For the City:

City of Santa Fe
Office of Affordable Housing
P.O. Box 901
Santa Fe, New Mexico 87504-0909

For the Subrecipient:

Santa Fe Community Housing Trust
6005 Jaguar Drive, Suite 101
Santa Fe, NM 87507

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the

provisions of 24 CFR Part 58. 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. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. If the Subrecipient fails to comply with the Workers’ Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

E. Professional Liability

The Subrecipient 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 the Agreement.

F. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200., the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and physical damage. If services contemplated under this Agreement will be performed on or in City facilities or property, the Subrecipient shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

1. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01, with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe and their officials, officers, employees, and agents as additional insureds.
2. **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.
3. Contractor shall maintain the above insurance for the term of this Agreement, 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.

G. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement 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 Agreement.

H. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body, or its designee. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient. A request for an amendment must be done in writing and at least 90 days before the end of the agreement.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, 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 that Subrecipient is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent 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.

In keeping with 2 CFR Part 200, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reasons, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient agrees to comply with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" except as modified in 24 CFR 570.502. Federal award flow-downs (scope applicable). The Subrecipient shall: (i) maintain an active Unique Entity Identifier (UEI) and registration in SAM.gov when required for this award; (ii) certify that it and its principals are not debarred or suspended and comply with 2 CFR Part 180 and 2 CFR Part 2424; (iii) comply with the Mandatory Disclosure requirements at 2 CFR 200.113; and (iv) maintain effective internal controls over the Federal award consistent

with 2 CFR 200.303. The City may withhold payment, disallow costs, or require repayment for noncompliance or unsupported costs.

1. Accounting Standards

The Subrecipient shall comply with 2 CFR Part 200.300 (Subpart D) 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.

The Subrecipient shall comply with procurement standards and procedures set forth by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the procurement standards at 2 CFR 200.318–200.327. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200.400 (Subpart E) and agrees it is responsible for the efficient and effective administration of the Federal funding through the application of sound management practices and for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the award. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Procurement

The Subrecipient shall comply with procurement standards and procedures set forth by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the standards identified in 2 CFR 200.318-200.327. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards. Specific methods of procurement to be followed are further detailed below.

4. Audit Requirements

The Subrecipient shall comply with 2 CFR Part 200.500 (Subpart F).

The Subrecipient shall comply with procurement standards and procedures set forth by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the procurement standards at 2 CFR 200.318–200.327. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards.

The Subrecipient will provide the City with a copy of the required audit within thirty days of completion. The City shall have the right to conduct its own audit at any time.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Sub recipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments

5. Subrecipient Match Requirement

Applicants are encouraged to secure matching funds from public and/or private resources (such as financing, supplies, or services). At a minimum, only signed and dated letters of firm commitments will be considered as proof of match compliance, as outlined in CDBG Grant Application. The Community Development Block Grant (CDBG) Program administered by the City does not allow Federal sources to be used as matching funds.

All matching funds, including in-kind contributions, must conform to the City's CDBG Program requirements. Matching funds may come from a variety of sources, including:

- Public (non-Federal), private and nonprofit entities;
- State and local housing finance agencies;
- Local Governments;
- Foundations;
- Colleges and universities;
- Financial institutions or banks; and
- Other private funders.

Subrecipients will be required to show evidence that they committed matching resources and used them for their intended purposes through monthly expenditure reports as the project/program proceeds. For example, if the uses of CDBG funds includes salaries and benefits, Subrecipient will need to provide matching funds documentation for salaries and benefits. Sources of match funds may be substituted after grant award, as long as the dollar commitment is met.

B. Documentation and Record Keeping

1. 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 Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of four (4) years, consistent with 24 CFR 570.502 and 24 CFR 570.506. The retention period begins on the date of submission of the City's annual performance report to HUD (CAPER) in which the activities assisted under this Agreement are reported for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever is later.

3. 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 City monitors or their designees for review upon request.

4. 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 listed Federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Federal, State, and Local Laws and Regulations Compliance

This contract is subject to and shall be performed in accordance with all applicable federal, state, and local laws, regulations, and ordinances governing the Community Development Block Grant (CDBG) program, including but not limited to:

a. Federal Authorities

- Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 et seq.)
- CDBG Program Regulations (24 CFR Part 570)
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Environmental Review Procedures (24 CFR Part 58)
- Civil rights, labor standards, Davis-Bacon Act, ADA, Section 3, etc.

b. State Authorities

- Construction Industries Licensing Act (New Mexico)
- License requirements under state law; performance and payment bond requirements under NM statutes

c. Local Authorities – City of Santa Fe / Santa Fe County

- Compliance with City/County building, zoning, land use, safety, and historic preservation codes and obtaining all required local permits.
- Contractor and subcontractor licensing valid under NM and any local licensing requirements.
- Compliance with Santa Fe County's Living Wage Ordinance for contracts required by the county.

- Adherence to local ordinances for affordable housing and trust fund programs, including the City’s Affordable Housing Trust Fund Ordinance and Community Development Commission rules (SFCC 26).
- Compliance with the Local Economic Development Act (LEDA) if relevant to the project.
- Avoidance of contractual provisions that violate NM Statutes § 57-28A-1 (i.e. requiring another state’s law or litigation outside New Mexico).

The Contractor agrees to comply with all the above laws and regulations and any future amendments thereto. Any failure to comply may be cause for contract revision, withholding payment, or termination, at the discretion of the Grantee.

6. Property Records

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the City upon termination of this contract. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in in 24 CFR 570.503(b)(8) as applicable.

7. Closeouts

The Subrecipient’s obligation to the City shall not end until all close-out 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. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

8. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly draws and all program income (as defined at 24 CFR 570.500(a))

DISPOSITION OF PROGRAM INCOME:

- a. At the end of the CDBG Program Year, the City may require remittance of all, or part of any program income balances (including investments thereof) held by the subrecipient except those needed for immediate cash need, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash balances held for Section 108 security needs. Any program income on hand when the Contract expires, or received after the Contract's expiration, must be paid to the City as required by 24 CFR § 570.503(b)(7).
- b. Any 'program income' as defined in 24 CFR 570.500 (as and if amended) directly related to and derived from the Subrecipient Grant that the Subrecipient is permitted to retain must, subject to Section 8 hereof, be used by the Subrecipient for an eligible activity permitted under 24 CFR 570.201, consistent with the Scope of Work. Such

program income will be subject to all applicable laws and regulations covering the use of Community Development Block Grant funds (“CDBG funds”).

REVERSION OF ASSETS:

- a. Upon termination or expiration of this Contract, the Subrecipient will transfer to the City any portion of the Subrecipient Grant on hand and any accounts receivable attributable to the use of the Subrecipient Grant, including "program income".
- b. The City, in its sole discretion, may permit the Subrecipient to retain possession of any equipment purchased pursuant this Contract. Such permission will be contingent upon the equipment’s continued use to provide an eligible CDBG Program activity throughout the useful life of the equipment.
- c. If permission to retain equipment is not granted as described in Section 8(b), the Subrecipient will, upon written request, deliver the equipment within fifteen (15) days.
- d. If permission to retain equipment is granted as described, and the equipment’s use for an eligible activity ceases prior to the useful life of the equipment expires, the Subrecipient will pay the City an amount equal to the fair market value of the equipment as measured at the time that the eligible use ceased.
- e. In all cases in which equipment acquired, in whole or in part, with funds under this Contract is sold, the proceeds will be program income (prorated to reflect the extent that funds received under this Contract were used to acquire the equipment). At the expiration of the useful life of any equipment retained by the Subrecipient, the Subrecipient, in its discretion, will retain or dispose of the equipment.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

4. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that any disallowed cost determined as ineligible, unallowable, unsupported, or not allocable to the approved scope, the Subrecipient shall repay such amounts to the City upon demand. The city may withhold, offset, or recapture payments to satisfy disallowed costs and may require corrective action consistent with 2 CFR Part 200 and 24 CFR Part 570.

5. Expenditures

The Subrecipient may be reimbursed for pre-award costs under and subject to 24 CFR 570.200(h)(1) before the period set forth in this Agreement, up to a maximum of \$300,000. The Subrecipient may incur any additional costs above the maximum amount allowed for pre-award expenses only during the period set forth in the Agreement. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property

of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

At minimum, fifty percent (50%) of the Subrecipient's grant allocation must be drawn down by the sixth month of the program. Failure to meet this expenditure requirement may result in the forfeiture of your entire grant award.

6. Progress Reports

The Subrecipient shall submit Quarterly Progress Reports to the City in the form, content, and frequency as required by the City.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the City deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. 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 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. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975,

Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. 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 570.602. 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.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in

President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. 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 (15 U.S.C. 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.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

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 U.S.C. 327 et seq.) 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 Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$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 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.

3. HUD Act of 1968 Section 3

- a. Compliance.** Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder 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 Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement 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 U.S.C. 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 that 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.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. Notifications.** The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- c. Subcontracts.** The Subrecipient will include this 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 grantor agency. 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 Part 75 and will not approve any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

- a. Approvals.** The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.
- b. Monitoring.** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content. The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act.

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- a.** The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b.** No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c.** No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position

to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 any Federal contract, the making of any Federal grant, the making of any 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;
- b.** 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, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- 1. Clean Air Act, 42 U.S.C., 7401, et seq.;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 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 50, as amended.
4. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 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).

B. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 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 properly 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.

C. 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 U.S.C. 470) and the procedures set forth in 36 CFR 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.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The City'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.

XIV. 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.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement 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 Agreement.

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[SIGNATURE PAGE TO FOLLOW]



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 4/22/2025

Project Title: Housing Trust - Mortgage Reduction

Project Type: CIP Grant Internal Tracking

Department: Office of Affordable Housing Project Manager: ~~Rocio Cosende~~ ^{RUBEN MACIAS} Ext: 629.7379

Project Date Range: July 1, 2025 to June 30, 2026 Create Fixed Asset

Project ID: AFH2624002

Grant ID: F2601

Approved By: ERIKA LUJAN
ERKA LUJAN (Feb 18, 2026 16:49:39 MST)

CT (Finance Use Only)

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

Funding Source: HUD B24 reprogrammed funds % of Funding: _____

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 116952.84

Funding Source: CDBG % of Funding: 100%

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: \$100,000

Expense String Phase:

PROJECT TOTAL: 216952.84 ✓

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

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

Phase: 1 GRANTS/SERVICES MUNIS ORG: 2402750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: HUD CDBG B-25-MC-35-003 Awarded Amount: 633,475.00

AR Charge Code: 2402750.490520 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

Grantor Name: _____ Awarded Amount: _____

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

Grantor Id: _____ Federal CFDA (if applicable): _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 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).

Table with 2 main columns: PRODUCER (License # 0757776, HUB International Insurance Services (SOW)) and CONTACT NAME (Hartford Underwriters Insurance Company, New Mexico Mutual Casualty Company, Hudson Excess Insurance Company). Includes NAIC # for each insurer.

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.

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

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

*CYBER LIABILITY #ESN0040211985- 01/05/2025 - 1/5/2026- General Aggregate Limit: \$1,000,000 Aggregate Retention: \$2,500

CERTIFICATE HOLDER

CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Santa Fe Office of Affordable Housing) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

- (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;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

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



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

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

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

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

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



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 4/22/2025

Project Title: Housing Trust - Mortgage Reduction

Project Type: CIP Grant Internal Tracking

Department: Office of Affordable Housing Project Manager: ~~Rocio Cosende~~ ^{RUBEN MACIAS} Ext: 629.7379

Project Date Range: July 1, 2025 to June 30, 2026 Create Fixed Asset

Project ID: AFH2624002

Grant ID: F2601

Approved By: ERIKA LUJAN
ERIKALUJAN (Feb 18, 2026 16:49:39 MST)

CT (Finance Use Only)

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

Funding Source: HUD B24 reprogrammed funds % of Funding: _____

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 116952.84

Funding Source: CDBG % of Funding: 100%

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: \$100,000

Expense String Phase:

PROJECT TOTAL: 216952.84 ✓

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

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

Phase: 1 GRANTS/SERVICES MUNIS ORG: 2402750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: HUD CDBG B-25-MC-35-003 Awarded Amount: 633,475.00

AR Charge Code: 2402750.490520 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

Grantor Name: _____ Awarded Amount: _____

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

Grantor Id: _____ Federal CFDA (if applicable): _____

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



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the 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;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

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



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

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

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

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

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



CITY OF SANTA FE

OFFICE OF AFFORDABLE HOUSING
Request for Proposals

Affordable Housing Trust Fund (AHTF)
RFP# 26006

Santa Fe Community Housing Trust
Public Proposal

August 1, 2025

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

- Attachment A Proposal Cover Page, Declaration, & Checklist
- Attachment B Campaign Contribution Disclosure Form
- Attachment C Conflict of Interest
- Attachment D Non-collusion Affidavit
- Attachment E Reference List
- Attachment F Project Capability Submittal Checklist and Format
- Attachment G (1) Scope/Level of Expertise (LE) Plan
- Attachment G (2) Investment Impact Metrics & Budget Summary

RFP # 26006

505-989-3960
Phone Number

Santa Fe Community Housing Trust
Company Name

6005 Jaguar Drive, STE 101
Mailing Address

85-0392520
FEIN

Santa Fe, New Mexico 87507 United States
City and Country

02-171649-00-8
NMBTIN (fka CRS)

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Offeror Key Personnel Lead	D Clarify/Respond to Queries*
Name	Roman Abeyta	Roman Abeyta	Angela Peinado	Angela Peinado
Title	Chief Executive Officer	Chief Executive Officer	Director of Operations	Director of Operations
Email	rabeyta@housingtrustonline.org	rabeyta@housingtrustonline.org	apeinado@housingtrustonline.org	apeinado@housingtrustonline.org
Telephone	505-989-3960	505-989-3960	505-412-2888	505-412-2888

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they should be identified.

3. Use of subcontractors (Select one):

No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

Arete Homes of Santa Fe for Tier I portion
(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

Current and previous contracts with the City of Santa Fe
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors and Draft Contract contained in this RFP; and

I acknowledge receipt of all amendments to this RFP, if any.



_____, 7/29, 2025
Authorized Signature and Date (Should be signed by the individual identified in item #2.A, above.)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section [13-1-181](#) or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section [13-1-182](#) if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE RFP AND MUST BE SUBMITTED BY ANY OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money, or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of

their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections 13-1-28 through 13-1-199.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Not Applicable for the Santa Fe Community Housing Trust

Alan Webber, Mayor
Councilor Signe I. Lindell, District 1, Pro Tem
Councilor Alma Castro, District 1
Councilor Carol Romero-Wirth, District 2
Councilor Michael Garcia, District 2
Councilor Lee Garcia, District 3
Councilor Pilar F.H. Faulkner, District 3
Councilor Amanda Chavez, District 4
Councilor Jamie Cassutt, District 4

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature



Date

Chief Executive Officer
Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign, and return with your proposal.

The City policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Roman Abeyta, Chief Executive Officer certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: Santa Fe Community Housing Trust

Authorized Representative/Title: Roman Abeyta, Chief Executive Officer

Phone Number: 505-989-3960

Fax Number: None

Email Address: rabeyta@housingtrustonline.org

Signature: 

Date: 7/29/25

The above information is subject to verification by the City. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign, and return with your proposal.

The City policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Angela Peinado, Director of Operations certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: Santa Fe Community Housing Trust

Authorized Representative/Title: Angela Peinado, Director of Operations

Phone Number: 505-989-3960

Fax Number: None

Email Address: apeinado@housingtrustonline.org

Signature: Angela Peinado

Date: 7/29/25

The above information is subject to verification by the City. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign, and return with your proposal.

The City policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Dina Gurule-Trujillo, Director of Development certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: Santa Fe Community Housing Trust

Authorized Representative/Title: Dina Gurule-Trujillo, Director of Development

Phone Number: 505-989-3960

Fax Number: None

Email Address: dgtrujillo@housingtrustonline.org

Signature: 

Date: 7/22/25

The above information is subject to verification by the City. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, sign, and return with your proposal.

I hereby affirm that: I am the Chief Executive Officer (insert title) and the duly authorized representative of Santa Fe Community Housing Trust (insert organization's name) whose address is 6005 Jaguar Drive, Ste 101, Santa Fe, New Mexico 87507. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature 

Printed Name ROMAN ADEBTA

Title Chief Executive Officer

Date 7/29/25

ATTACHMENT E – REFERENCE LIST

The Offeror must provide at least three (3) references who can verify the narratives listed in section G(1): Scope/Level of Expertise.

	Name	Title	Company	Email	Phone Number
1	Rob Gibbs	Owner	Arete Homes of Santa Fe	rob@aretehomesofsantafe.com	505-629-5292
2	Daniel Osborn	Housing Program & Special Program Manager	County of Los Alamos	Daniel.osborn@lacnm.us	505-709-7076
3	Steve Ellis	Contractor	HOPWA Program	Steven.ellis@cloudburstgroup.com	207-518-8640
4	Rose Mari Gonzales	Former Board President	Santa Fe Community Housing Trust	gonielsen@comcast.net	505-470-1934
5	Yvette Quesada	Housing Counseling Program Manager	RCAC	Yvette.quesada@rcac.org	951-401-1316
6	Alexandra Ladd	Santa Fe County	Santa Fe County	aladd@santafecountynm.gov	505-986-6225
7	Kimbery Dominguez	Client	Santa Fe Community Housing Trust	Kgdominguez2678@gmail.com	505-470-1934

ATTACHMENT F – PROJECT CAPABILITY SUBMITTAL COMPLIANCE AGREEMENT CHECKLIST AND FORMAT

The Offeror should complete and submit this checklist along with the Project Capability (PC) Submittal. Failing to answer or answering “No” to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) completed as instructed? Yes No
2. Do you understand that you should use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? Yes No
3. Do you understand that the contents of PC Submittal will become part of the Contract? Yes No
4. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements or any of the Pass/Fail Criteria? Yes No



ATTACHMENT G (1)

TIER 1 – SCOPE AND LEVEL OF EXPERTISE PLAN (SC/LE) FOR THE SANTA FE COMMUNITY HOUSING TRUST (SFCHT)

Team Qualifications & Relevant Projects

At the end of 2022, the SFCHT Board of Directors hired a new Chief Executive Officer who created new goals for building development and lending that has been thriving after two years in the position. Roman “Tiger” Abeyta is a former City Counselor, Executive Director with the Boys and Girls Club, and President of the Santa Fe School Board as well as having served on additional boards. He is well versed in the needs of Santa Fe, especially when it comes to affordable housing.

There are three Directors on staff, one who oversees the operations (Angela Peinado), one who oversees the Assets (Jessica Herrera), and the other who oversees the Development section (Dina Gurule-Trujillo). Angela has experience with grant management and ensures compliance in both program/project and financial expenditures. Jessica brings experience in real estate and Dina brings a wealth of knowledge as a former director with the Boys and Girls Club as well as previous banking experience. This section has seen the most growth by working with land lease clients, the development of Arroyo Oeste Phase I and overseeing other properties owned by the SFCHT. Also on staff is a Finance Director (Suzy Sanchez) who is well versed in accounting and audits for non-profit organizations.

An article from the Santa Fe Reporter in July 2023 states, the Santa Fe Community Housing Trust credits its success to the trust fund. Its Arroyo Oeste Phase I project, almost sold out in Tierra Contenta north of Swan Park, provided 40% of its 20 homes to clients who qualify under the affordable housing requirements. “We went back to the city and fortunately we were able to use the Affordable Housing Trust Fund to help fill that gap between the subsidized sales price and the cost of producing the home, and that made it a reality,” Chief Executive Officer Roman Abeyta says.

Arroyo Oeste is in the master-planned community of Tierra Contenta and has been a collaboration between Arete Homes of Santa Fe and the SFCHT. The site development was completed in December 2021 and construction of 20 new (which includes 8 affordable houses) single-family homes began in 2023. There are three floor plans with options to upgrade. See photos included.

The partnership with Arete Homes of Santa Fe will continue for the next part of Arroyo Oeste Phase II. Arete Homes of Santa Fe is a locally owned and operated residential development firm with a proven track record of delivering high-quality, energy-efficient homes across Santa Fe. Founded in 2015 by Robert (Rob) Gibbs, a third-generation homebuilder with more than 30 years of experience in the region, Arete Homes builds on a legacy of over 1,500 homes in 26 communities through previous ventures including Robert & Sons, LLC and BT Homes. The



company specializes in the full spectrum of master-planned community development, from entitlement and infrastructure to home construction and sales. Known for its thoughtful designs and durable construction, Arete Homes offers both custom and semi-custom floorplans optimized for open living, aging in place, water-wise landscaping, and high-efficiency performance. The company has delivered successful developments such as Arbolitos at Las Estrellas, Valverde at Las Campanas, Cañada Bonita, and the in-progress Arroyo Oeste, the mixed-income community developed in partnership with the Santa Fe Community Housing Trust. With its name inspired by the Greek concept of virtue and excellence, Arete Homes reflects a commitment to community-focused planning, sustainable design, and long-term value. The company and its founder have been recognized repeatedly by the Santa Fe Area Home Builders Association, including multiple Builder of the Year awards and top honors in the Parade of Homes for design, water and energy efficiency. As an established and highly regarded builder, Arete Homes offers deep local expertise and end-to-end project capability that make it a valuable partner in housing development initiatives throughout northern New Mexico.

In addition to Arroyo Oeste Phase I and Phase II, the SFCHT has been involved in several past projects related to affordable apartment housing. These include the Village Sage, Soleras Station and Stagecoach Apartments, all of which utilize project-based vouchers for subsidized rentals. The SFCHT partnered with the city to acquire and convert the Santa Fe Suites motel into affordable housing and played a role in the Siler Yard project, creating live/workspace for artists. There are several remodels the SFCHT has been a part of within the last year which include lots at Kachina Ridge, Arroyo Son Risa, Calle de Resolana, Valle Vista, Cree Circle, and Jacona Farms.

Clarity, Logic & Execution Strategy

The SFCHT with the partnership of Arete Homes of Santa Fe has approximately 70% of Arroyo Oeste Phase I completely sold and built. Phase II planning and design is completed with the official groundbreaking scheduled for August or September 2025. With the assistance of the City of Santa Fe affordable housing trust fund, this final phase completes a multi-year, multi-phase vision for an inclusive neighborhood that promotes equity, stability, and sustainability. The built-in continuity (same location, design, partners, and mission) creates a seamless path to completion, occupancy, and long-term success.

The Director of Development successfully oversaw Phase I and with the same team in place, in-house construction oversight, fiscal and compliance staff will ensure transparent progress tracking. All decision-making protocols and contingencies are already in place to address potential permitting, procurement, or weather delays. All zoning approvals were secured during Phase I. Environmental assessments, infrastructure planning (including utilities), and lot subdivision have been incorporated into the master plan, minimizing predevelopment hurdles for Phase II. Progress will be monitored through on-site inspections, contractor monthly reports and will continue to emphasize energy efficiency, water conservation, and healthy home design in alignment with the City's sustainability goals.



Forty percent (40%) of affordable homes available will be priced for households earning 120% or below the Area Median Income (AMI). The SFCHT certified housing counselors will support buyers through financial counseling, mortgage readiness, and coordination with other subsidy programs. Homes will be made available to those clients who live and work in Santa Fe.

Financial oversight will include funds being tracked in Quickbooks and reviewed monthly against project budgets. The SFCHT will submit quarterly financial and narrative reports to the City along with annual compliance certifications. By leveraging the AHTF funds will allow the SFCHT to maintain affordability ensuring public funds translate into lasting community assets.

The success of Arroyo Oeste Phase II will be measured through clearly defined, quantifiable outcomes tied to construction milestones, affordability targets, and long-term benefits to low- and moderate-income households. Our evaluation strategy includes both internal tracking and external reporting mechanisms to ensure transparency, accountability, and alignment with the goals of the Affordable Housing Trust Fund (AHTF).

At the core of the SFCHT outcome strategy is a commitment to producing high-quality, energy-efficient homes that remain permanently affordable to income-qualified households. We will complete and sell eight new homes, all priced to be accessible to families earning at or below 120% of the Area Median Income (AMI). Every home will be protected by a long-term affordability covenant, typically 99 years, that ensures the City's investment continues to serve the community generation after generation.

Progress will be tracked through a robust system of internal project management tools. Our Director of Development along with our partner Arete Homes of Santa Fe maintains a digital dashboard that logs construction milestones, buyer selection timelines, and financial benchmarks. This allows the team to monitor key activities such as groundbreaking, vertical construction stages, utility connections, inspections, and closings. Each milestone is paired with a target completion date, and progress is reviewed weekly.

In addition to the physical completion of homes, the SFCHT will measure success through buyer readiness and stability. Each home buyer will complete pre-purchase counseling and receive assistance navigating financing options. This is tracked using MPact Pro Software for client management. The SFCHT will also monitor the diversity of buyer households to ensure that historically underserved populations are equitably served. Post-closing, buyers are invited to provide feedback through voluntary surveys to help us evaluate satisfaction and long-term support needs.

Reporting to the City of Santa Fe will occur quarterly and include narrative updates, construction progress reports, photographic documentation, and budget-to-actual financials. These reports will demonstrate not only whether the project is on schedule and within budget, but also how it is fulfilling the broader goals of equity, affordability, and community stabilization. In the long term, the SFCHT defines success as the preservation of affordability, the creation of stable homeownership for working families, and the strengthening of neighborhood cohesion. These outcomes are not abstract as they are visible in the families who remain in Santa Fe



because they were able to afford a home, in the children who can stay in their schools, and in the workforce that can continue contributing to the local economy.

We believe Arroyo Oeste Phase II represents more than just housing; it represents a measurable, lasting investment in Santa Fe's future.

Affordability Duration

All homes in Arroyo Oeste Phase II will be preserved as permanently affordable through 99-year affordability covenants recorded on the deed at the time of purchase. These covenants are renewable upon resale, effectively ensuring that the affordability of each unit is retained in perpetuity and benefits multiple generations of Santa Fe families.

The SFCHT uses a shared equity homeownership model, in which buyers agree to specific resale and occupancy conditions in exchange for the ability to purchase a home at a deeply subsidized, below-market price. These conditions include:

- Primary residency requirement (no rentals or investor ownership)
- Maximum resale price formula, which limits appreciation to a fixed rate or index tied to local income growth
- SFCHT first option to purchase, allowing the Trust to identify the next eligible buyer and ensure compliance with income and occupancy standards
- Continued income targeting, so all future buyers remain at or below 120% of Area Median Income (AMI)

This model prevents speculative resale and protects the public investment provided through AHTF and other funding sources. It also promotes long-term housing stability, intergenerational wealth building, and community continuity for working families who might otherwise be priced out of Santa Fe's housing market.

The SFCHT has administered affordability covenants for more than 30 years and maintains an active portfolio of resale-restricted homes. We have dedicated compliance staff and annual monitoring protocols in place to ensure enforcement and support for homeowners over time.

Through this long-term stewardship structure, every home in Arroyo Oeste Phase II will remain affordable not just for the first buyer, but for all future owners preserving affordability and equity in the Santa Fe housing market for decades to come.

Leverage

The 3:1 ratio for the requested 900,000 will include a mix of public and private funding sources:



New Mexico MFA	\$1,000,000.00
SFCHT Operating Funds for personnel services and benefits, developer fees, resale proceeds, and earned income.	\$1,700,000.00
TOTAL	\$2,700,00.00

The SFCHT uses the HUD definition of affordable housing as homes where the occupant is paying no more than 30% of gross income for housing costs, including utilities. As a measure of gross income, it is meant to measure affordability for those at the median household income or below. As part of the intake process the staff obtains recent credit reports and works with the client to develop a budget. The budget is an important component of the one-on-one counseling session and is necessary so that the client and counselor can review the client’s current spending patterns and create a spending plan that allows the client to take charge of their financial situation in both the short- and long-term. They also discuss the client’s financial goals and develop an action plan for overcoming challenges, so the client can achieve their goals. Budgets allow both the client and counselor to clearly identify what the client’s affordability is, determine how achievable their housing goal is, and identify if/where adjustments are needed.

The AMI is obtained by getting the household’s annual income.

- **Step One: Total Annual Income**

Adult 1 \$960 per month X 12 months = \$11,520

Adult 2 \$15/hour X 40 hours/week X 52 weeks/year = \$31,200

Total \$11,520 + \$31,200 = \$42,720

Then the staff uses an updated AMI table to find the percentage based on the household size.

The staff then calculates the debt ratio by dividing the total debt by total assets. A good ratio of below 30% is excellent and above 40% is critical and work needs to be completed.

Investment Impact

The SFCHT is requesting \$900,000.00 in AHTF funds to support the final construction and affordability of eight homes. This equates to approximately \$112,500 per household, which is substantially lower than the cost of producing new units from the ground up in a stand-alone development. By leveraging the site preparation, permitting, and design work, the per unit cost of public subsidy is significantly reduced without sacrificing quality or sustainability.

The additional funding sources currently used for Phase II included the \$600,000.00 awarded in 2024-2025 as well as securing a \$1 million loan from the New Mexico Finance Authority (MFA) through their state capital awarded appropriation for the 8 affordable houses.



The \$900,000 in AHTF funds requested will be strategically allocated to ensure the successful construction and affordability of homes in Arroyo Oeste Phase II. Funds will be used exclusively for eligible hard and soft costs directly associated with the production of permanently affordable homeownership units for income-qualified Santa Fe households.

Anticipated uses include:

- **Construction Costs:** A portion of AHTF dollars will be applied toward vertical construction expenses, including framing, roofing, finishes, and mechanical systems—directly reducing the cost burden passed on to low-income buyers.
- **Affordability Subsidy:** AHTF funds will help bridge the gap between actual construction costs and what income-eligible buyers can afford. This ensures homes remain affordable to households earning below 120% of AMI without compromising quality.
- **Site Preparation and Permitting:** If needed, a portion of funds may support final site prep, inspections, and permit-related expenses associated with Phase II completion.

All AHTF expenditures will be tracked, documented, and reported in accordance with City requirements, and the SFCHT is prepared to submit invoices, financial statements, and compliance data on a quarterly basis. The use of funds is both appropriate and targeted, enabling high-quality construction while preserving long-term affordability for Santa Fe families.

Readiness & Feasibility

The project site is already subdivided, and infrastructure work is currently underway. Architectural plans have been adapted from Phase I of the development, significantly reducing both design time and costs. This also enhances construction efficiency, as contractors are already familiar with these floorplans. All necessary environmental assessments, utility coordination, and zoning approvals have been completed and approved. A general contractor has been selected and is ready to mobilize as soon as final funding is secured.

Projected Timeline:

- **Summer 2025** - Site preparation and infrastructure work in progress
- **Fall 2025** - Final vertical construction funding approvals secured
- **Winter 2025/26** - Groundbreaking and start of vertical construction
- **Spring–Summer 2026** - First group of homes completed; Certificates of Occupancy issued; buyer closings and move-ins begin
- **Late 2026 / Early 2027** - Project completion

Given the infrastructure readiness, completed design, and experienced project team, the project is highly feasible and shovel-ready, positioning it for timely and efficient deployment of AHTF resources.



Resident Well-Being

The completion of Arroyo Oeste Phase II will result in tangible, long-term improvements in health, safety, and housing stability for Santa Fe families. This final phase of a thoughtfully planned community will not only provide affordable homes but also foster a secure, healthy living environment that promotes resilience and well-being for generations.

Housing Stability

The most immediate outcome of the project is the creation of permanently affordable homeownership opportunities for income-qualified households earning at or below 120% of Area Median Income (AMI). These homes will be protected by 99-year affordability covenants, ensuring that buyers are not at risk of price escalation, eviction, or rent displacement. Stable, predictable housing costs allow families to plan, build savings, and stay rooted in the Santa Fe community.

Furthermore, SFCHT's comprehensive housing counseling program prepares buyers for long-term success through budgeting, mortgage education, and post-purchase support greatly reducing the likelihood of foreclosure or housing loss.

Health Outcomes

Affordable, high-quality housing is a critical determinant of physical and mental health. Arroyo Oeste homes are designed and built using durable, non-toxic materials with attention to indoor air quality, energy efficiency, and natural lighting—factors known to reduce respiratory issues and stress-related conditions.

By transitioning from overcrowded, substandard, or unstable housing to safe, ownership-based housing, families—especially children and seniors—can experience significant improvements in physical health, emotional well-being, and academic performance.

Safety Outcomes

Arroyo Oeste's site plan emphasizes walkability, lighting, and visibility, promoting a safe environment for children and families. The layout fosters a sense of community among neighbors, encouraging natural surveillance and mutual support. Residents will benefit from proximity to public services, schools, and transit, increasing access to resources that contribute to personal safety and economic mobility.

Moreover, the SFCHT ensures that all construction complies with or exceeds the building code and safety standards. New homes will feature up-to-date mechanical systems, modern electrical and plumbing infrastructure, and energy-efficient appliances—reducing the risks associated with outdated or unsafe housing stock.

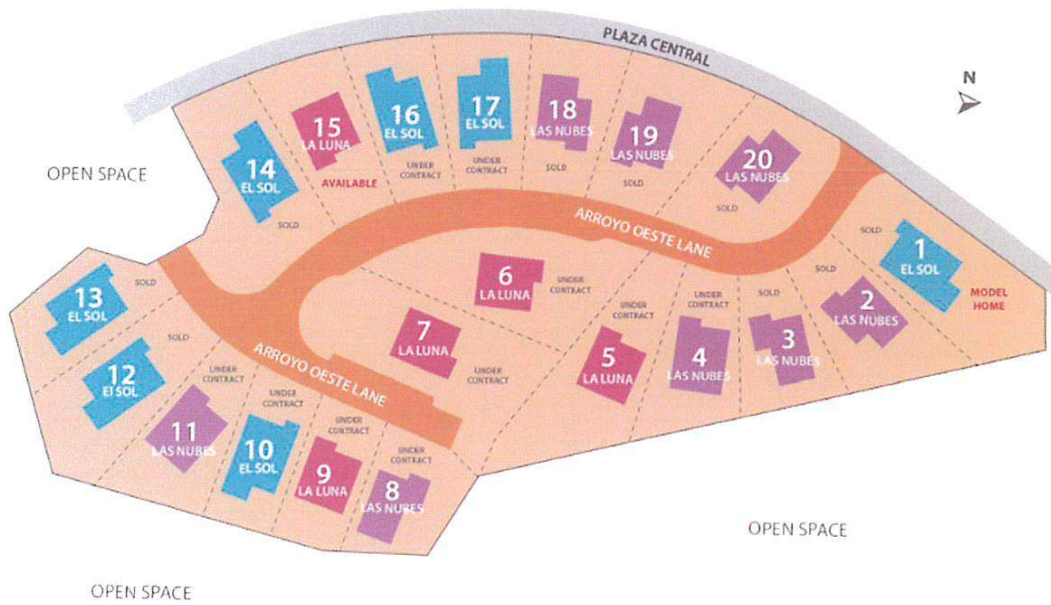
ARROYO OESTE PHASE I

Arroyo Oeste



7601 Arroyo Oeste Lane

Sitemap





Arroyo Oeste - Project Status

Last Updated 7.7.25
Current Date 7.21.25

Phase 1 - 20 Homes

Current Status of Home
Gas meter installed. Landscape in progress. Driveway and appliances this week.
Interior touch-ups in progress.
Home complete and ready for buyer.

*Pending City loan approval.

Buyer	SOLD HOMES	Plan	Date Sold	Start Date	CO Date	Projected Closing	Current Status of Home
Martinez	Lot 4; 7607 Arroyo Oeste Lane	Plan A-4 BED; Pueblo	9/19/24	11/21/24	7/2/25	7/24/25*	Gas meter installed. Landscape in progress. Driveway and appliances this week.
Esquer	Lot 13; 7620 Arroyo Oeste Lane	Plan B(R); Territorial	5/8/25	10/8/24		TBD	Interior touch-ups in progress.
Total	2						Home complete and ready for buyer.
MODEL	SPEC/MODEL	Plan	Date Sold	Start Date	CO Date	Projected Closing	Current Status of Home
	Lot 1; 7601 Arroyo Oeste Lane	Plan B(R); Territorial	MR	11/9/23	5/17/24	CLOSED	Model Home/Sales Office
Total	1						

Buyer	AVAILABLE	Plan	Date Sold	Start Date	Projected CO Date	Projected Closing	Current Status of Home
SPCC	Lot 15; 7616 Arroyo Oeste Lane	Plan C(R); 4 BED; Territorial	MR	11/21/24	7/14/25		Waiting on faucets/valves to schedule final inspections.
Total	1						

Buyer	CLOSED	Plan	Date Sold	Start Date	CO Date	Date Closed	Current Status of Home
Alfaro	Lot 20; 7604 Arroyo Oeste Lane	Plan A(R)-3 BED; Pueblo	AFF	11/9/23	5/28/24	6/16/24	Closed
Garcia	Lot 2; 7603 Arroyo Oeste Lane	Plan A(R)-3 BED; Pueblo	AFF	11/13/23	7/15/24	8/2/24	Closed
Romero	Lot 14; 7618 Arroyo Oeste Lane	Plan B(R); Territorial	MR	11/13/23	8/1/24	8/6/24	Closed
Gutierrez	Lot 3; 7605 Arroyo Oeste Lane	Plan A-3 BED; Pueblo	AFF	11/13/23	7/19/24	9/20/24	Closed
Rivera	Lot 19; 7608 Arroyo Oeste Lane	Plan A-3 BED; Territorial	LPDU	11/13/23	7/29/24	9/6/24	Closed
Hendra	Lot 12; 7622 Arroyo Oeste Lane	Plan B; Pueblo	MR	1/24/24	9/19/24	9/19/24	Closed
Chavez & Jaramillo	Lot 18; 7610 Arroyo Oeste Lane	Plan A-3 BED; Territorial	AFF	11/13/23	9/13/24	9/27/24	Closed
Wallace & Luarca	Lot 17; 7612 Arroyo Oeste Lane	Plan B(R); Pueblo	MR	3/15/24	10/9/24	10/21/24	Closed
Valenzuela & Rosales	Lot 6; 7611 Arroyo Oeste Lane	Plan C-4 BED; Pueblo	MR	9/3/24	7/9/24	10/23/24	Closed
Chavez	Lot 11; 7624 Arroyo Oeste Lane	Plan A-3 BED; Territorial	LPDU	12/13/23	10/10/24	11/19/24	Closed
Baneji	Lot 10; 7626 Arroyo Oeste Lane	Plan B(R); Territorial	MR	3/15/24	11/19/24	11/18/24	Closed
Ruiz	Lot 5; 7609 Arroyo Oeste Lane	Plan C-4 BED; Pueblo	MR	5/4/24	12/31/24	1/8/25	Closed
Garcia	Lot 8; 7630 Arroyo Oeste Lane	Plan A(R)-2 BED; Territorial	AFF	8/23/24	3/3/25	5/1/25	Closed
Allred & Saionz	Lot 7; 7631 Arroyo Oeste Lane	Plan C-4 BED; Pueblo	MR	7/1/24	6/24/25	6/25/25	Closed
Blanchard	Lot 9; 7628 Arroyo Oeste Lane	Plan C-3 BED; Pueblo	MR	10/8/24	6/24/25	6/26/25	Closed
Nicolet	Lot 16; 7614 Arroyo Oeste Lane	Plan B; Pueblo	MR	8/24/20	3/21/25	7/10/25	Closed
Total	16						

Total Homes 20

ATTACHMENT G (2) – INVESTMENT IMPACT METRICS & BUDGET SUMMARY

Instructions: Complete the section below according to the Tier for which you are applying. All financial figures must be current at the time of submittal and should reflect total costs including overhead and profit.

1. Investment Impact Metrics

Tier 1 – Development & Preservation

- **Number of housing units (new or rehabbed):** 8
- **AHTF dollars per unit (AHTF ÷ Units):** \$112,500.00

Tier 2 – Housing Support & Stability

- **Number of households served:** _____
- **AHTF dollars per household (AHTF ÷ Households):** \$ _____

2. Requested AHTF Fund Uses

Please list the major cost categories for which AHTF funds will be used. Include estimated amounts for each.

Category	Brief Summary	Dollar Amount
Operating Costs	Pass through funds for Arete Homes of Santa Fe contract	\$ <u>63,000.00</u>
Administrative Costs	Pass through funds for Arete Homes of Santa Fe contract	\$ <u>108,000.00</u>
Construction Costs	Pass through funds for Arete Homes of Santa Fe contract	\$ <u>684,000.00</u>
Equipment	Pass through funds for Arete Homes of Santa Fe contract	\$ <u>45,000.00</u>

Total AHTF Request: \$900,000.00

Total Project/Program Budget: \$ 9.5 million (including both development and construction of all 20 homes.

3. Other Funding Sources

Please list all other secured or pending funding sources that contribute to your total project/program budget.

Funding Source	Status (Secured/Pending)	Amount
NM MFA	Secured	\$1,000,000.00
SFCHT	Secured	\$1,700,000.00
Operating Funds		
AHTF 2024-2025	Secured and spent	\$600,000.00

4. Matching Funds Requirement

Applicants must demonstrate a minimum 3:1 leverage ratio to be eligible.

Leverage Ratio Formula: (Total Project Budget – AHTF Request) ÷ AHTF Request

Calculated Leverage Ratio: 3:1



ATTACHMENT G (1)

TIER 2 – SCOPE AND LEVEL OF EXPERTISE PLAN (SC/LE) FOR THE SANTA FE COMMUNITY HOUSING TRUST (SFCHT)

Program Alignment

The SFCHT's Down Payment Assistance (DPA) program is directly aligned with the mission and goals of the City of Santa Fe Affordable Housing Trust Fund (AHTF), advancing equitable access to homeownership for low- and moderate-income Santa Feans. By reducing the upfront financial barriers to purchasing a home, this program empowers working families to remain rooted in the community, build intergenerational wealth, and contribute to neighborhood stability; all core objectives of the AHTF.

Housing affordability in Santa Fe is increasingly out of reach for many residents, not due to a lack of income alone, but because of the inability to save for down payments in a high-cost rental market. The DPA program addresses this structural challenge by providing targeted, need-based assistance to households earning at or below 120% of the Area Median Income (AMI). This aligns precisely with AHTF's emphasis on serving low-income households and reducing displacement risk.

The program also supports AHTF's goals of preserving long-term affordability and strengthening housing security. Each DPA award will be structured as a soft-second mortgage, recorded as a property lien with resale and recapture provisions to ensure the investment serves future households as well. In many cases, assistance is layered with other public programs such as MFA's FIRSTDown or HOMENow, maximizing the reach and impact of AHTF dollars through leverage.

The Housing Trust ensures cultural and geographic equity in our outreach, targeting populations that have historically been excluded from the mortgage market. Our bilingual housing counselors provide one-on-one education and financial support, ensuring that recipients of DPA not only access homeownership, but are fully prepared to sustain it. The HUD approved Work Plan is included.

Ultimately, this program promotes upward mobility, economic diversity, and community cohesion, in full alignment with the City's vision for housing justice and opportunity. With AHTF support, our DPA program becomes a high-impact, low-cost tool for addressing Santa Fe's urgent homeownership gap; moving families from rent burdened to housing secure.

Organizational Capacity

SFCHT was established in 1992 and by 1994 was engaged in providing an array of services to increase access to affordable housing. Over the past 31 years the organization has grown in its capabilities to help the community. The SFCHT employs three different core activities that are



synergistic to the common goal of accessible, affordable, and high-quality housing. However, home buyer education and financial assistance are still the core of the ongoing service to the community. The key activities are:

1. Housing Counseling and Education (including HECM, Homebuyer Training, Financial Literacy and our unique Homeownership HOPWA program).
2. Lending (non-amortizing and amortizing loans to supplement down payment and affordable home ownership).
3. Single Family Development (Almost 507 homes as of January 2020 in with the City of Santa Fe providing affordable homeownership in an expensive housing market).

At the end of 2022, the SFCHT Board of Directors hired a new Chief Executive Officer who created new goals for building development and lending that has been thriving after one year in the position. Roman “Tiger” Abeyta is a former City Counselor, Executive Director with the Boys and Girls Club, and President of the Santa Fe School Board as well as having served on additional boards. He is well versed in the needs of Santa Fe, especially when it comes to affordable housing.

There is one Director on staff who oversees the operations including the housing counseling staff and grant management (Angela Peinado). Angela has experience with grant management and ensures compliance in both program/project and financial expenditures. She is working with Portfol to be able to manage all the loans in-house.

This past year, SFCHT has been fortunate to have 4 HUD-certified Housing Counselors (Ron Chavez, Yvonne Madrid, Andrea Gerber, and Cynthia Webb) on staff who provide excellent customer service and follow through with each client. Ron Chavez has been with the SFCHT for over 20 years and is constantly being asked to be present at many events. The staff continues to work with the lenders, public schools, civic housing authorities, and homebuilders.

The Finance Director (Suzy Sanchez) is well versed in accounting and audits for non-profit organizations. The Administrative staff includes an Administrative Assistant (Nathalie Arias). See Staff Resumes included.

The Housing Counselor staff became members of the Santa Fe and Los Alamos Chamber of Commerce and have built their network with mortgage brokers, title companies, banks, real estate agents and many other non-profit organizations. The goal for 2025-2026 is to market to the target group in numerous ways. A core marketing activity is the use of social media via Facebook, Instagram, LinkedIn, and TikTok. There are now advertisements in local publications. The website has been revamped to be more user friendly and will soon host the homebuyer training online. The most important aspect of the outreach is participation in local and community events such as the Mercado Southside, Swan Park event, and many housing and business fairs.



Outcomes & Measurability

Success for the Down Payment Assistance (DPA) program will be defined by both immediate, measurable outcomes and longer-term impacts on housing stability, affordability, and equity. The SFCHT will track program performance through a combination of quantitative data, client outcomes, and compliance documentation, ensuring alignment with the Affordable Housing Trust Fund's goals and accountability to the City of Santa Fe. The systems used are MPact Pro Client Management System, Survey Monkey, and Excel Spreadsheets.

Key success indicators include:

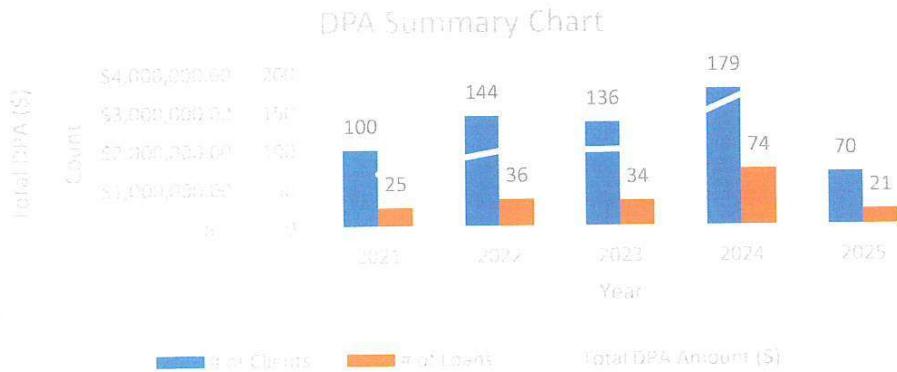
- Number of households assisted: The total number of income-qualified buyers receiving DPA support, with detailed records of AMI eligibility, household size, and award amount.
- Affordability maintained: All recipients will fall at or below 120% AMI, and homes purchased with AHTF-funded DPA will include resale and recapture provisions that ensure long-term affordability and/or reinvestment of funds.
- Homebuyer readiness and retention: All assisted buyers will complete a certified housing counseling program and will track early indicators of loan delinquency or instability to proactively offer post-purchase support when needed.
- Equity and inclusion: Demographic data will be collected and reviewed to assess how effectively the program is reaching BIPOC households, Spanish-speaking residents, and others historically excluded from the mortgage market. Special focus will be placed on serving Santa Fe families at risk of displacement.

Program data will be collected and reviewed in real time. The SFCHT will produce quarterly and annual reports summarizing:

- Households served and demographic breakdown
- Dollar amounts disbursed
- Loan-to-value ratios
- Home prices and mortgage terms
- Any defaults, recaptures, or reinvestments

Additionally, the SFCHT will conduct voluntary post-purchase surveys with participating buyers to evaluate their sense of housing security, financial stability, and satisfaction with the process.

All reporting will be provided in accordance with City of Santa Fe AHTF requirements and welcome the opportunity for periodic audits or monitoring visits. The success of this program will ultimately be measured not only in units assisted, but in the lives changed: families who are no longer rent burdened, residents who can remain in their city of origin, and individuals who gain a path toward long-term economic resilience.



The DPA Summary Chart captures how many clients and loans have been closed since 2021 utilizing down payment assistance. Some success stories include:

- MV, age 55. Native Santa Fean with very limited income, who has rented for her entire life. The SFCHT assisted with \$50,000 from AHTF. This was her only real chance to obtain homeownership and she succeeded. Tier 1 buyer.
- AT, single mother of a special needs adult child. SFCHT assisted her with \$50,000 from AHTF to make homeownership possible. Tier 1 buyer.
- LR, single mother of two school aged children. SFCHT assisted her with \$20,000 in AHTF funds to purchase a new home. Tier 2 buyer.
- DM, single mother of two school aged children and a schoolteacher. SFCHT assisted her with \$20,000 for purchase through the City HOMES program. Tier 2 buyer.

Basically, the AHTF funds have allowed SFCHT to make homeownership possible for lower income buyers—whom have been prioritized for these funds—and who otherwise would not be able to afford a home, even at subsidized price in the City HOMES Program.

As a partner with the RCAC, the SFCHT reviews the Homeless Management Information System (HMIS) report which contains information related to household income and benefits access. In MPact Pro, reports are generated and reviewed at staff meetings to identify the client’s needs and discuss what needs to be done for improvement. Challenges discussed include debt ratio, low credit scores, individuals on a fixed income, seniors and single people not qualifying for affordable housing or not enough 2-bedroom homes being built. The SFCHT uses data to optimize systems of care through making ongoing system performance improvements and determining optimal resource allocation. Management is ensuring the data entered is accurate, comprehensive, and timely as it needs to also be reported to HUD on a quarterly basis. Surveys are reviewed after homebuyer training classes and will be sent to individuals and families who close their loan with the SFCHT to identify areas of improvement. The services provided connect with the City of Santa Fe Priorities by using the Area Median Income as the starting point for housing counseling. See the latest HUD submission of the 9902-report included.



Equity & Accessibility

The SFCHT's Down Payment Assistance (DPA) program is designed with a strong foundation in equity, inclusion, and cultural relevance, ensuring that the benefits of homeownership are accessible to all Santa Fe residents, particularly those from historically marginalized and underrepresented communities.

Bilingual, culturally responsive services are at the heart of our strategy. All program materials, including applications, flyers, and educational content, are available in both English and Spanish. The bilingual housing counselors provide one-on-one support and financial education to ensure that language is never a barrier to understanding or participating in the program. Staff are trained in cultural humility and trauma-informed practices to create a respectful, supportive environment for clients from diverse backgrounds.

Outreach is targeted and relationship based. SFCHT staff actively engage with community partners that serve BIPOC, immigrant, and low-income populations, including local nonprofits and schools to build trust and increase awareness of the program. This includes participating in culturally rooted community events and offering informational sessions in accessible, familiar spaces.

The SFCHT also works to address intergenerational and systemic barriers to homeownership that have disproportionately affected families of color. The counseling services go beyond eligibility for screening as they include credit coaching, budget support, and mortgage readiness tailored to the specific challenges our clients face. The DPA recipients are first-generation homebuyers who rely on this deeper level of education and advocacy to navigate the complex homebuying process with confidence.

Additionally, SFCHT recognizes Santa Fe's unique multicultural heritage and the deep roots many residents have in the region. The program prioritizes residents and workers, ensuring that long-term community members, especially those at risk of displacement, have access to stable, affordable homeownership opportunities within the city they call home.

By removing structural barriers, adapting to cultural needs, and empowering historically excluded households, the DPA program ensures that AHTF resources are equitably distributed, and community aligned. This is not just about assistance, it is about belonging, dignity, and opportunity.

Owning an affordable home continues to be a challenge for Santa Fe's working class, lower income, first responders, and BIPOC families due to affordable housing shortages. The average rental costs have continued to increase, and the median home sales price is now approximately \$600,000 (Realtor, 2024). In addition to inaccessible housing for many clients, Santa Fe has areas of poverty reflected by the five Opportunity Zones within our City. Their Zone IDs are: 35049001304, 35049001302, 35049001202, 35049001103 and 35049001002. The SFCHT continues its work on ending systemic inequality by providing fair housing to all regardless of



race, gender, disability, or ethnicity. The staff meet with community partners to discuss resource gaps and provide information on how to use collaborative resources to help individuals and families. The anticipated outcome would be to work together and create solutions like equity-centered financing in providing loans and financial services designed to help people who may not qualify for traditional loans.

The request for \$200,000 (or more if funded) in direct homebuyer assistance could help 8 individuals or families get a foothold in their community that eliminates risk of displacement due to rising rents, while creating predictable and sustainable monthly housing costs, and providing the unique ability to amass generational wealth through homeownership. See brochures in Spanish and English included as well as our website that can be converted into Spanish.

The SFCHT enacted a Fair Housing Policy in 2019 as mandated by the Federal Register and is reviewed with each housing counselor on an annual basis. The Fair Housing is the right for everyone to have access to all housing opportunities without discrimination based on race, religion, national origin, sex, color, familial status, or disability. The New Mexico Human Rights Act also prohibits discrimination based on ancestry, sexual orientation, gender identity, or spousal affiliation. The SFCHT commitment is demonstrated through the housing counselors' general practice (intake through MPact Pro, in person and/or telephonic client contact, credit report requests, in person homebuyer training, budgeting, and client feedback on homebuying status with plan). As part of the intake package, the clients are also provided with a Fair Housing Brochure which is reviewed, and signatures received. If a client is experiencing discrimination, such as 1) refusal to sell, rent, or lease rooms, apartments, mobile homes, condos, or houses; 2) refusal to negotiate for the sale, rental, or lease of housing; or 3) informing someone that an apartment is not available for inspection, sale, or rental when it is in fact available the SFCHT housing counselor will work with city, county and state departments to further investigate. A hotline has also been established in New Mexico to provide to clients as well as a Landlord/Tenant information line. Incidents are documented and provided to the SFCHT Director of Operations for documentation and tracking.

The SFCHT's criteria for applications in English and Spanish are evaluated in a fair and uniform manner based on credit, including but not limited to income stability, and credit history. All applications must include a photo ID for 18 years of age and older; signature on the standard application; access eligibility for special loan programs (i.e. HOPWA, non-amortizing, or amortizing funds, etc.), financial analysis and program certification on household size and income, credit history, housing expense history, and current debt. An action plan and budget are developed for each qualifying client which is closely monitored during the process. There is no fee to complete the application.

As part of community development, the housing counselors gather and share information regarding future housing developments, housing within affordable housing costs, and other opportunities available. This list is documented and added to the network drive for future access. The building of relationships is imperative to help address New Mexico's current



housing needs. This also helps determine who lacks access to opportunities and any inequity among the protected class groups; promotes integration and reduce segregation; and to transform racially or ethnically concentrated areas of poverty in Santa Fe.

The SFCHT will capture the data to better analyze patterns, trends and conditions. Partnerships established will assist in gathering additional city and county data to look at the full content and conditions. With growing community support collaboration can be done to attend opportunities in developing strategies.

The protections for survivors of domestic and sexual violence in obtaining sustainable affordable housing have been more prevalent these past couple of years. This discrimination can include being denied admission to, or being evicted from, housing due to acts of violence committed against survivors. This discrimination jeopardizes housing security for survivors and their families who are living in abusive situations. As many domestic violence survivors are women, they are now protected by the federal Fair Housing Act's prohibition on sex discrimination. Therefore, the SFCHT's workplan, policies, and practices that target or otherwise discriminate against women because of their status as domestic violence survivors has been included.

Investment Impact

The SFCHT seeks to receive \$200,000 (or more if funded). This amount would continue to be used for homebuyer assistance loans which would help lower the first mortgage and payments for individuals and families are less than 80% to 120% of the Area Medium Income. The assistance will supplement the homebuyer's own down payment funds and other financing resources to purchase a home. With the funds, SFCHT would be able to assist the increased number of clients coming in requesting assistance as well as first responders, teachers, and single mothers/fathers who meet the requirements.

The additional funding sources currently secured by the SFCHT are Community Development Block Grant (CDBG) program income from previous grant recipients who have paid off their loans as well as a new grant opportunity awarded for \$216,000.00. By having this revolving fund available, it has continued to assist other families with their needs. The Housing Opportunities for Persons with AIDS (HOPWA) continues to provide funding resources for those impacted by AIDS/HIV to provide housing assistance and supportive services to reduce or prevent homelessness in this population. The SFCHT Board of Directors has provided additional assistance through the operating funds which would be dedicated to amortizing and non-amortizing loans. The amount allocated in 2025 was still not enough to meet the growing need. The City of Santa Fe Professionals Agreement assists with some of the administrative costs for the housing counseling department. Finally, through the Rural Community Assistance Corporation (RCAC), SFCHT applied for a HUD Discretionary Fund for the Housing Counselors to obtain current training on the updated best practices for assisting low-income home buyers with diverse backgrounds.



The AHTF loans provide zero-interest and non-amortizing loans that require repayment at the transfer of a non-income qualified family member, sale, or refinancing. Each loan is underwritten individually and only provides the minimum amount of assistance needed to make the home purchase feasible and affordable according to the family's income, debt ratio, and budget. By leveraging the available and anticipated funds, being able to live in Santa Fe will be obtainable especially with the population who have left for school and want to return to their hometown.

With an annual income of \$61,450-\$76,800, a family of 3, affordable housing opportunities are \$290,250 vs. the Median Sales Price in Santa Fe of \$618,500. With the level of assistance of \$50,000, matching funds will still be required from either CDBG, SFCHT or HOPWA funds to finalize the purchases. In-kind resources include staff time when working with clients, meeting with community partners, and creating action plans to be able to better serve the needs in Santa Fe.

For example, if a client identifies a home priced at \$450,000 (which is at the lower end of the current Santa Fe market) and receives an AHTF down payment assistance loan of \$25,000, they will still need to secure an additional \$425,000, typically through a first mortgage and their own savings—to complete the purchase. This \$25,000 contribution represents a leverage ratio of approximately 1:17, meaning every \$1 of AHTF funding leverages \$17 in additional private investment.

The AHTF request will be used as a direct pass-through to income eligible clients. Currently the operational funds and help from the City of Santa Fe's Professional Services contract help defray the costs of staff time. The matching funds from clients are required to close the transaction and are already secured through other funding programs.

The SFCHT uses the HUD definition of affordable housing as homes where the occupant is paying no more than 30% of gross income for housing costs, including utilities. As a measure of gross income, it is meant to measure affordability for those at the median household income or below. As part of the intake process the staff obtains recent credit reports and works with the client to develop a budget. The budget is an important component of the one-on-one counseling session and is necessary so that the client and counselor can review the client's current spending patterns and create a spending plan that allows the client to take charge of their financial situation in both the short- and long-term. They also discuss the client's financial goals and develop an action plan for overcoming challenges, so the client can achieve their goals. Budgets allow both the client and counselor to clearly identify what the client's affordability is, determine how achievable their housing goal is, and identify if/where adjustments are needed.

The AMI is obtained by getting the household's annual income:

Adult 1 \$960 per month x 12 months = \$11,520

Adult 2 \$15/hour x 40 hours/week x 52 weeks/year = \$31,200



TOTAL \$11,520 + \$31,200 = \$42,720

The staff uses an updated AMI table to find the percentage based on the household size.

The staff then calculates the debt ratio by dividing the total debt by total assets. A good ratio of below 30% is excellent and above 40% is critical and work needs to be completed.

The 3:1 ratio for the requested 900,000 will include a mix of public and private funding sources:

CDBG	\$216,000.00
SFCHT Operating Funds for personnel services and benefits, homebuyer training fees, and other operating costs.	\$80,000.00
RCAC	\$5,000.00
SFCHT DPA Board Approved Funds	\$500,000.00
TOTAL	\$801,000.00

Readiness to Proceed

The SFCHT’s Down Payment Assistance (DPA) program is designed for immediate implementation upon receipt of AHTF funds. As an established, ongoing program with trained staff, operational infrastructure, and community partnerships already in place, the DPA initiative requires no startup period and can begin disbursing assistance as soon as funds are awarded.

The team currently administers similar programs funded by the New Mexico Mortgage Finance Authority (MFA), City and County partners, and private foundations. By leveraging this infrastructure, the SFCHT can deploy AHTF funds efficiently, equitably, and in compliance with all applicable regulations.

Estimated Timeline:

- Q4 2025 (immediately upon award):
Program funds allocated internally; updated guidelines finalized to reflect AHTF source requirements; staff orientation and reporting systems updated.
- Q4 2025 – Q4 2026:
Funds actively deployed on a rolling basis as income-qualified buyers complete housing counseling and become mortgage-ready. Applications will be reviewed and processed continuously to ensure funds are accessible in a timely manner to eligible households.
- By Q4 2026:
All funds anticipated to be fully committed or disbursed. Final reporting submitted to City staff, including a summary of households assisted, affordability levels, and compliance documentation.



Throughout the implementation period, the SFCHT will track progress using the internal MPact Pro Case Management System and provide quarterly reports on households served, funding disbursement, and demographic outcomes. The SFCHT will also remain available for technical assistance, monitoring visits, or audits as required by the city.

Given the history of successful DPA program delivery and our deep relationships with lenders, realtors, and housing counselors across Santa Fe, this proposal represents a highly feasible, low-risk investment with immediate and measurable impact.

Use of Funds

The Housing Trust will use AHTF funds exclusively for direct down payment assistance to income-eligible homebuyers, ensuring that every dollar directly supports the creation of long-term affordable homeownership in Santa Fe. This strategy is well-aligned with AHTF's goals of increasing housing access, preventing displacement, and fostering economic stability for low- and moderate-income residents.

Each DPA award will be structured as a deferred, 0% interest soft-second mortgage with resale and/or recapture provisions, ensuring public funds are preserved and reinvested in the community over time. The assistance will be applied directly at closing to reduce the buyer's mortgage burden and eliminate the upfront barriers that prevent many families from purchasing a home, particularly first-generation and first-time buyers.

Eligible Uses of Funds:

- **Down Payment and Closing Cost Assistance:** AHTF funds will provide individual buyers with between \$15,000 and \$25,000 in assistance, depending on need and income level. These funds will be used specifically for down payments and allowable closing costs associated with the purchase of a primary residence within Santa Fe city limits.
- **Affordability Targeting:** All households assisted will earn no more than 120% of Area Median Income (AMI), and we will prioritize those below 80% AMI whenever possible. The amount of assistance will be scaled based on demonstrated financial need and the gap between the purchase price and the buyer's available mortgage capacity.
- **Layering with Other Subsidies:** Where applicable, AHTF-funded DPA will be combined with other financing sources such as MFA's FIRSTDown, HOMENow, and local lender support programs. This layered approach increases affordability and maximizes the reach and impact of AHTF dollars.
- **Use Restrictions and Stewardship:** All AHTF-funded DPA loans will include legal affordability protections such as resale restrictions or equity share agreements, ensuring long-term community benefit. In the event of a resale, funds will either be recaptured or reused for another eligible buyer, depending on the covenant terms.

No AHTF funds will be used for administrative or operational expenses unless explicitly permitted by the program guidelines. All financial transactions will be monitored, documented,



and reported in accordance with City requirements, with disbursements made directly to escrow agents to ensure proper allocation at closing.

WORK PLAN

**Santa Fe Community Housing Trust
Housing Counseling Work Plan
FY2024**

OVERVIEW

The Santa Fe Community Housing Trust (Housing Trust or SFCHT) was established in 1992 and by 1994 was engaged in providing an array of services to increase access to affordable housing. Over the past 31 years we have grown our capabilities to help our community. We now employ four different core activities that are synergistic to the common goal of accessible, affordable, and high-quality housing. However, home buyer education and financial assistance are still the core of our ongoing service to our community. Our four key activities are:

1. Housing Counseling and Education (including HECM, Homebuyer Training, Financial Literacy, and our unique Homeownership HOPWA program).
2. Lending (we make non-amortizing and amortizing loans to supplement down payment and affordable home ownership).
3. Multifamily Development (We have developed three apartment complexes under the Low-Income Housing Tax Credit (LIHTC) program. These LEED Platinum properties provide housing for the community's most vulnerable households including those who have transitioned from homelessness).
4. Single Family Development (We have built almost 507 homes as of January 2020 in our City providing affordable homeownership in an expensive housing market).

TARGET COMMUNITY

The targeted community is low to moderate income households in the city of Santa Fe and area surrounding areas of Northern New Mexico to include Rio Arriba, San Miguel, Los Alamos, Taos, Espanola, and other smaller communities in between. For HOPWA clients, the targeted community will be statewide and if funding is available, the Albuquerque and surrounding areas will be included. As of 2024, Santa Fe has a population of 90,292 and is growing at a rate of 0.72% annually. The average household income is \$95,734 with a poverty rate of 13.72% (www.worldpopulationreview.com). The median age is 44.5 years and is the oldest capital city in the country. Santa Fe currently has a problem with young adults leaving the city for elsewhere in the country, with few returning or coming to settle down. Residents aged 20 through 29 make up just 11% of the population whereas the national average is 14%-16% in Albuquerque.

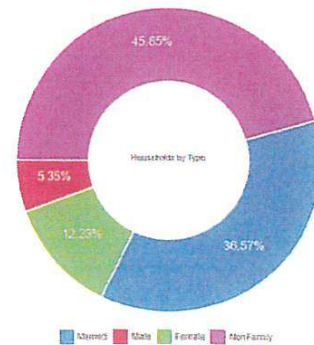
We mainly seek to serve the portion of the community that is at or below 80% of Area Median Income (AMI). We also seek to help those designated as critical workers by the City of Santa Fe with up to an Area Median Income (AMI) of 150% (once approval of rate is completed). The aim is to reach out to all minorities. Currently, according to the most recent ACS, the racial composition of Santa Fe is:

- White: 68.22%
- Two or more races: 16.2%
- Other race: 10.54%
- Native American: 1.88%
- Asian: 1.71%
- Black or African American: 1.32%
- Native Hawaiian or Pacific Islander: 0.13%

A few other statistics for Santa Fe include:

Santa Fe Renter vs Owner Occupied by Household Type

Household Type	Count	Average Size	Owner	Renter
All	39,311	2.19	64.3	35.7
Non Family	18,024	1.25	54.4	45.6
Married	14,377	2.9	78.4	21.6
Female	4,807	3.28	64.9	35.1
Male	2,103	2.84	52.2	47.8



2.9 Average Family Size

2.19 Average Household Size

64.3% Rate of Home Ownership

Education Attained	Count	Percentage
Less Than 9th Grade	3,376	5.2%
9th to 12th Grade	2,780	4.28%
High School Graduate	12,968	19.97%
Some College	12,385	19.07%
Associates Degree	4,848	7.47%
Bachelors Degree	13,948	21.48%
Graduate Degree	14,628	22.53%

Name	Average	Male	Female	Average Earnings
Overall	\$40,940	\$46,051	\$35,312	\$40,940 Average Earnings
Less Than 9th Grade	\$24,445	\$29,905	\$20,454	\$46,051 Average Male
High School Graduate	\$30,201	\$34,200	\$27,142	\$35,312 Average Female
Some College	\$37,324	\$44,820	\$32,205	
Bachelors Degree	\$49,981	\$54,341	\$44,488	
Graduate Degree	\$69,435	\$80,386	\$62,693	

Name	Total	In Poverty	Poverty Rate
Hispanic	45,891	7,791	16.88%
White	34,701	3,313	9.55%
Multiple	13,961	2,032	14.55%
Other	9,133	1,930	21.13%
Black	1,079	353	32.72%
Native	1,517	217	14.3%
Islander	113	71	62.83%
Asian	1,366	25	1.83%

4,482 Number of Veterans

4,231 Male Veterans

251 Female Veterans

[CSV](#) [JSON](#)

War	Veterans
Vietnam	2,171
First Gulf War	561
Second Gulf War	474
Korea	390
World War II	116

Age Group	Veterans
75+	1,709
65 to 74	1,265
55 to 64	771
35 to 54	625
18 to 34	112

Name	Median	Mean
Households	\$67,663	\$95,734
Families	\$78,882	\$112,596
Married Families	\$97,888	\$135,485
Non Families	\$50,398	\$72,214

45.25% Born in Santa Fe

85.34% Native Born

14.66% Foreign Born

9.2% Non Citizen

5.46% Naturalized

Place of Birth

85.34% of Santa Fe residents were born in the United States, with 45.25% having been born in New Mexico. 9.2% of residents are not US citizens. Of those not born in the United States, the largest percentage are from Latin America.

The statistics highlight the affordable housing crisis in our target community. In addition to inaccessible housing for many, Santa Fe has areas of poverty reflected by the five Opportunity Zones in our City. Their Zone IDs are: 35049001304, 35049001302, 35049001202, 35049001103 and 35049001002. Our service may include other Zip codes in New Mexico under various circumstances such as when a HECM, HOPWA, or when other funding is available, client reaches out to us if they reside in another county.

Current Zip Code Affiliations:

87521	87525	87529	87501
87522	87526	87530	
87523	87527	87701	
87524	87528	87702	

New Zip Code Affiliations:

87505	87508	87535	87567	87503	87574
87506	87544	87540	87573	87502	87544
87507	87015	87010	87592	87504	87547
87532	87056	87578	87594	87509	87545

Goals to increase future counseling will include first responders, teachers, nurses, those 62 and older, single household families, those 20 through 30, and the AID/HIV community.

COMMUNITY PARTNERSHIPS

The target audience is drawn from a variety of partnerships in the community. These community partnerships to collaborate with include:

Mortgage Finance Authority	Santa Fe County	City of Santa Fe
Rural Community Assistance Corporation	Neighborhood Works	Realtor's Association
YouthWorks	Own Board of Directors	Chamber of Commerce
Southwest Care	HIV/AIDS Organizations within the community	State of New Mexico Employees
Rio Rancho Chamber of Commerce		

HOUSING NEEDS AND PROBLEMS

Santa Fe's severe and worsening housing shortage is evident in skyrocketing home sales prices and meager housing inventories. Santa Fe is considered Urban given the population is over 50,000 people.

Cost burden is a measure of housing affordability. Cost burdened households pay more than 30% of their income in housing costs and severely cost burdened households pay more than 50%. Cost burden for renters and homeowners, with renters tending to have much lower incomes than homeowners overall. New Mexico is home to a significant number of senior and disabled households who could benefit from new housing developments equipped to meet their unique needs.

Most renters are unable to afford to buy a median priced home due to both higher interest rates and not enough new single-family housing development. The overwhelming majority of homeowners can afford the home they live in, with many of those homes being older or manufactured homes.

The overall picture is that homeownership affordability has dramatically declined across the entirety of New Mexico in 2023 compared to previous years, largely due to the doubling of interest rates for mortgages in the past year, as well as home prices that have remained historically high due to limited housing stock for sale.

As is the case nationally, mental health conditions are present in New Mexico's homeless population. Severe mental illness can infringe on people's self-sufficiency and, consequently, contribute to the loss of one's home. Once homeless, securing treatment and therapeutic intervention can become an insurmountable challenge. Individuals experiencing homelessness who suffer from other chronic illnesses such as HIV/AIDS, often have difficulty getting the care they need.

Increased economic activity in Santa Fe has made rental housing and homeownership unaffordable for low-income residents. Shortages of quality affordable housing means that much of the workforce must commute from other cities such as Albuquerque and Espanola. For all these reasons, a high priority should be placed on building and rehabilitating affordable multifamily properties. Weatherization and energy-efficiency improvements are equally important, given low temperatures and the fact that many rural residents rely on propane—an expensive heating option—to heat their homes.

Homeownership programs, such as homebuyer counseling, down payment assistance programs and FHA loans can increase homeownership opportunities for low- and moderate-income households. The current AMI rate of 120% and 80% for HIV/AIDS clients have made it difficult for the Housing Trust to offer such services.

DESCRIPTION OF HOUSING COUNSELING SERVICES

Homebuyer Training Classes - The Housing Trust began when it launched the first homebuyer-training program in the region in 1992. Since its inception, this program has served more than 4,500 individuals. The Housing Trust provides homebuyer training classes monthly at no charge to clients. Special on-site training can also be requested. The Housing Trust utilizes industry professionals from the mortgage industry. The class is six-eight hours long and can be completed in a single Saturday session so that anyone working will be able to attend. Key topics include:

- Homebuyer rights per Federal law and local laws such as RESPA,
- Knowing when and where to purchase a house,
- The home buying process from start to finish,
- Issues that may arise during homeownership such as refinancing or default,
- How to understand the value of a home and the costs of home ownership,
- Final disposition of the home, including sale

The Housing Trust has been working to produce an online version of the training to be hosted on the website. A HUD approved form will be used to 'certify' attendees.

The HUD certified counseling staff attends relevant training and seminars to ensure they have the latest information and a depth of knowledge created by repetitive study. Information is accessible through various intermediaries on various online platforms training.

Financial Literacy Classes – The Housing Trust conducts financial literacy classes which include budgeting and credit repair free of charge to the public. A partnership with the Civic Housing Authority has been established to conduct the training three times a year. In 2024, a youth component was added, and the Santa Fe Public Schools have reached out for assistance as well.

Homeownership Counseling – This is Housing Counseling related to homeownership and residential mortgage loans when provided in connection with HUD's Counseling Program or required by or provided in connection with HUD Programs.

Process - During an intake appointment, clients meet individually with one of our HUD-certified counselors who assess eligibility for special loan programs and affordable housing available through local inclusionary zoning programs and Housing Trust development activity. Housing Trust counselors collect the information needed for financial analysis and program certification including household size and income, credit history, housing expense history, current debt, and other obligations. At the end of the initial meeting, the client household leaves with a concise action plan and Family Monthly Budget providing the framework for their next steps toward homeownership. The Counselor spends approximately 1 ½ hours for the initial Intake and then follows up with households that are working to repair their credit or save funds for a down payment. Counseling is completely individualized. Depending

on the situation, the time span from intake to closing can be as short as one month or as long as two or more years. All housing counselors provide the following specific services:

- Analyze employment income, cash, credit, and debts in accordance with common lender underwriting guidelines. Discuss ways to save money and cut expenses.
- Assist in overall decision to purchase a home.
- Identify goals with deadlines to include issues that must be resolved.
- Determine special mortgage and assistance programs based on client eligibility.
- Help build a realistic and achievable budget that can lead to a home purchase and be sustained thereafter, including the ongoing cost of maintenance.
- Assist in resolving credit problems.
- Assist clients in understanding the value of a home and making the choice of the best home for their circumstances.
- Assist qualified clients in obtaining assistance through City and County inclusionary zoning and ordinances.
- Cover the value prospects of homeownership including the sale process.

Home Inspection is a critical element of the home buying process and our curriculum. Home inspections are covered in the third section of the homebuyer training curriculum "Process of Buying a Home" and this issue is covered at length during classroom instruction. In addition, counseling staff may help schedule home inspections and review completed inspection reports with prospective homebuyers, identifying major life safety issues and may assist with obtaining estimates for repair. Clients are provided with a copy of "For Your Protection: Get a Home Inspection" (HUD-92564-CN) and "Ten Questions to Ask Your Home Inspector" for existing homes at client intake and covered in our education classes. The counselors include a section on lead-based paint in our home buyer training classes that covers the disclosures and health risks it poses, especially for children. We provide a disclosure that summarizes the same information to our clients at intake. Our counselors can offer helpful hints on how to identify a home that could be pre-1978 making it the perfect candidate for having lead-based paint. Since so many of our clients are young families, we are careful to emphasize that topic.

Once a client arrives, they sign in with the receptionist then one of our HUD certified Housing Counselors meets with them privately in their office behind closed doors or in the conference room (if family members are in attendance) always ensuring privacy. Our Housing Counselors may also help clients over the phone, by email or going to their home (upon request) if that better meets the needs of the client. This flexibility allows us to make sure we can accommodate any clients.

Client files will be terminated based on HUD's seven outcomes when the client's issue is resolved, goal is met, or the following follow-up yields the need to terminate.

Home Equity Conversion Mortgage Counseling (HECM) – The Housing Trust provides HECM counseling. Our fees are waived for anyone below 80% AMI. This counseling is required before anyone can take a reverse mortgage on their home. We not only satisfy this requirement but with one-on-one counseling we can make sure that the client fully understands the risks and benefits of a reverse mortgage.

Loss Mitigation/Delinquency Prevention (to commence 01/01/2025) – Loss mitigation is a set of strategies employed by lenders to help borrowers avoid foreclosure and minimize the lender’s loss on delinquent loans. The goal is to find a solution that keeps borrowers in their homes while ensuring the lender recovers as much of the owed funds as possible. Delinquency prevention specifically focuses on interventions before a loan becomes seriously delinquent, aiming to stabilize the borrower's financial situation early on. The Housing Trust would work with clients on the following:

1. **Early Intervention**
2. **Financial Counseling**
3. **Loan Modification and repayment plans, if applicable**
4. **Short Sale/Deed in Lieu of Foreclosure**

To effectively run the new loss mitigation delinquency prevention service, the Housing Trust will implement the following steps:

1. **Program Development:**
 - **Assessment:** Conduct a needs assessment to understand the specific challenges faced by the local community.
 - **Policy Creation:** Develop clear policies and procedures for loss mitigation and delinquency prevention.
2. **Staff Training:**
 - Train housing counselors and staff in loss mitigation strategies, financial counseling, and communication skills.
3. **Outreach and Education:**
 - **Public Awareness Campaigns:** Use local media, social media, and community events to inform residents about available services.
 - **Workshops and Seminars:** Offer educational sessions on financial literacy, budgeting, and the importance of early intervention.
4. **Client Engagement:**
 - **Early Contact:** Proactively reach out to at-risk borrowers to offer assistance before they miss payments.
 - **Personalized Counseling:** Provide one-on-one counseling sessions tailored to the individual's financial situation.
5. **Collaborations:**
 - Partner with local banks, credit unions, and community organizations to offer comprehensive support to borrowers.
 - Work with legal aid organizations to provide borrowers with legal advice if needed.
6. **Monitoring and Evaluation:**
 - Implement a tracking system to monitor the progress of clients in the program.
 - Conduct regular evaluations to assess the effectiveness of the intervention strategies and make necessary adjustments.

The Housing Trust can leverage several resources to support this initiative, including:

- **HUD Funding:** Apply for HUD grants specifically aimed at foreclosure prevention and housing counseling.
- **Community Partnerships:** Collaborate with local nonprofits, financial institutions, and government agencies to pool resources and expertise.

By implementing these strategies, the Housing Trust aims to reduce the incidence of foreclosures in the community, support homeowners in financial distress, and contribute to the overall stability and prosperity of the local housing market.

OUTCOMES (IMPACT AND GOALS)

Setting goals and identifying impacts for a housing counseling department in Santa Fe, NM, involves aligning with the unique needs and challenges of the community while striving to achieve positive outcomes for residents. Here are some goals and impacts for the Santa Fe Community Housing Trust. Data from HUD-9902 along with MPACT PRO (STARTING 10/1/24) are used.

Increase Homeownership Rates:

Goal: Increase the rate of homeownership among low- to moderate-income individuals and families in Santa Fe.

Impact: Empower residents to achieve homeownership through education, counseling, and assistance with down payment and closing cost programs, contributing to stable and vibrant neighborhoods.

Projections for the year will be reviewed using MPACT PRO (STARTING 10/1/24) data and discussed with the housing counselors. These numbers will be sent to the funding agencies, tracked, and reported quarterly.

Attempt to Prevent Foreclosure and Housing Instability:

Goal: Reduce the incidence of foreclosure and housing instability by providing foreclosure information on websites and through Social Media venues. Establish an aftercare training post purchase and budget maintaining.

Impact: Help residents facing financial challenges stay in their homes through information on loan modification, refinancing, budgeting assistance, and advocacy, preserving housing stability and preventing displacement.

Financial Literacy and Empowerment:

Goal: Improve financial literacy and empower residents to make informed housing and financial decisions for youth and senior populations.

Impact: Provide financial education workshops, one-on-one counseling, and credit counseling to help residents build savings, reduce debt, and improve financial stability, leading to long-term housing success.

Fair Housing Education and Advocacy:

Goal: Promote fair housing practices and combat housing discrimination in Santa Fe.

Impact: Educate residents about their fair housing rights, provide assistance to victims of housing discrimination, and advocate for policies and practices that promote fair and equitable access to housing for all residents.

Address Housing Needs of Special Populations:

Goal: Address the unique housing needs of special populations, such as HOPWA clients, veterans, seniors, individuals with disabilities, retirees, seniors 62 years of age and older, and survivors of domestic violence.

Impact: Provide specialized housing counseling and support services tailored to the needs of vulnerable populations, ensuring access to safe and affordable housing options and supportive services.

Community Outreach and Engagement:

Goal: Increase community awareness of available housing resources and services and promote participation in housing counseling programs. Work on a partnership with a lender or local hardware store to provide tips and information on maintaining the home.

Impact: Conduct outreach events, workshops, and community presentations to reach residents in need of housing assistance, build partnerships with local organizations and stakeholders, and increase program participation and utilization.

Data Collection and Program Evaluation:

Goal: Collect data and conduct program evaluation to measure the effectiveness and impact of housing counseling services in Santa Fe.

Impact: Use data to assess program outcomes, identify areas for improvement, and demonstrate the value of housing counseling in addressing housing needs and promoting community well-being.

By setting clear goals and identifying the potential impacts of housing counseling services, the Santa Fe Community Housing Trust, can work towards improving housing stability, increasing homeownership opportunities, promoting fair housing practices, and empowering residents to achieve their housing goals.

KEY OPERATIONAL POLICIES

Key operational policies for a housing counseling department in Santa Fe, NM, should encompass a range of areas to ensure effective and efficient service delivery, adherence to regulatory requirements, and promotion of ethical standards. Here are some key operational policies that may be relevant:

Intake – The intake can be done by the Loan Processor.

Homeownership Counseling – The entire process of homeownership will be discussed and include:

- Decision to purchase a home.
- Selection and purchase of a home.
- Issue arising during or affect period of homeownership (financing, refinancing, default, foreclosure, and other financial decisions.
- Sale or disposition of a home.
- Grant requirements.
- Pre-purchase and Homebuying.
- Home Maintenance and Financial Management for Homeowners.
- Revolving and Preventing Mortgage Delinquency or Default.

- Reverse Mortgage Counseling (HECM).
- Home Inspection documents for Pre-Purchase/Homebuying.

Client receives the following documents upon intake: action plan, program disclosure form, affidavit, authorization and release to obtain personal credit information, authorization to release information, statement of understanding, fee schedule, lead based paint disclosure, privacy policy/confidentiality, sellers disclosure, CARS disclosure, our services, fair housing booklet, for your protection get a home inspection/10 questions for inspector, protect your family/lead based paint brochure, EPA HUD fact sheet and brochure, mortgage shopping referral sheet, radon disclosure sheet, referrals on community resources, instructions on alternative means for disabilities, and VAWA handout.

Client Files – Will contain the required data, certified Counselors Name and HUD ID #, File Number, Financial Analysis (not just the Budget), Activity Log/Counselor Notes, Action Plan, Follow Up, Pertinent Documents, Disclosure, Funder/Grant, and Termination.

Record Keeping - The Housing Trust employs rigorous quality control procedures. Every new client is entered and tracked on an ongoing basis in the MPact Pro (starting 10/1/24) client management system. The data online is password protected. MPACT PRO (STARTING 10/1/24) has integrated record keeping, information accessibility, and reporting capabilities. This system helps the Housing Trust maintain its files and records in accordance with HUD-approved guidelines and can automatically generate 9902 Reports. Counselors also maintain a hard copy file for clients that include the Counselor's name and HUD ID, a standardized intake packet with the original application form, client authorization forms, lead-based paint notifications, fair housing and other HUD required disclosures. This file also includes all initial income documentation and client work plan. All case files are maintained in manila folders with information fastened by retainers and kept in locked file cabinets. Files are organized into four sections (disclosures, income documentation, lending documents, and property documents). Checklists precede each section, and all files are reviewed regularly for completeness at the time of income certification and after closing. A Work Plan and financial analysis are developed with clients to help set clear goals and provide a road map for success in homeownership. It is completed jointly with the Housing Trust counselor and is initialed and dated by the client and the counselor. Copies are given to the client and originals are retained in the file. These forms are part of the intake package and comments pertaining to them are noted in the electronic Client Log. If some reason a sustainable financial analysis cannot be developed that is noted in MPACT PRO (STARTING 10/1/24). Counselors make follow up calls (noted in MPACT PRO (STARTING 10/1/24)) to assess progress within 30 days (or as noted in action plan). Clients are notified by e-mail and/or by phone if they have been inactive or unresponsive for 60 days, acknowledging their suspension as an active client. All records are kept for a minimum of three years after final payment. If there has not been contact within the 90-day period, the Housing Trust will not bill or count that client as an active file.

Confidentiality and Conflict of Interest – The Housing Trust maintains open client records on site in locked cabinets. We also employ an IT company to ensure the computer systems are using the best and latest security software and firewalls. The Housing Trust also makes every effort to ensure that no conflicts of interest arise through its housing counseling and training programs. This is achieved through

written conflict policies in the Board Manual, staff training and a multi-level review of client transactions by clerical staff, and our Loan Committee. These policies ensure that no “person of trust” has any direct interest in the transactions undertaken by prospective homebuyers or receives any form of compensation for the referral of services to any related real estate field. If a conflict were identified, it would be reported to HUD within 15 days along with a description of the corrective actions taken.

We also safeguard that our Housing Counselors are strictly focused on the best interests of their clients. We do not allow our Housing Counselors to advocate for, show or otherwise endorse or try to sell homes that we develop. We will include homes that we develop on a list of available affordable homes to our clients. This list is mostly comprised of homes built by other developers under Santa Fe’s inclusionary zoning ordinances. Furthermore, we are an agent of the City of Santa Fe under these ordinances, and we are contractually obligated to allow equal access to all affordable homes.

Fee Structure – Our fee structure is included in the disclosures packet clients receive to sign as well as being posted in our reception area visible upon arrival, on our websites and on the applications. We charge fees for various services provided by the Housing Trust. Some fees are automatically waived such as our HECM Counseling Fee for those at or below 80% AMI. Other fees may be waived at the discretion of management if the fee is a hardship for the client. To have a fee waived the client must make a written request to their Housing Counselor who in turn will present the request to management. Our fees are as follows:

- Financial Literacy Workshops: Free
- Homebuyer Education Workshops: Free
- Pre-purchase Counseling: Free
- Foreclosure Prevention Counseling: Free
- Credit Reports: This cost is the same as our cost to procure the report from Credco
- HECM Counseling: \$125.00 but waived may be for clients at or below 80% AMI.
- Closing Fee: \$500.00 charged only to clients who purchase a home after completing Homebuyer Pre-purchase Counseling and Homebuyer Education Workshop
- Subordination Fee: \$200
- Payoff Fee: \$200

Limited English Proficiency (LEP) – Most of our clients who have limited English proficiency are Spanish speakers. We have HUD-certified Housing Counselors and admin staff who are fluent in Spanish so we are able to address that challenge easily. Our marketing materials, applications and disclosures are available in Spanish. We address other language barriers with translators from www.santa-fe-translator.com or with a translator prechosen by the client.

Accommodation of Disabilities – If a client requests special accommodation for a disability, the Housing Trust will accommodate as required. SFCHT has specific accommodations for the following needs and meets additional ones as the situation requires:

- Vision and hearing impaired.
- Accessibility limitations, for example meeting via phone or Zoom call.
- Our counselors are available to meet clients at the client’s home.

If we are unable to mutually agree upon an alternate setting or format we will refer the client to another HUD-approved HC agency. The Housing Trust will confirm there is a HUD Certified Counselor on staff to make the appropriate accommodation. All written documentation can be accessed on our website or be sent as requested. Community resource listings are available on our website as well.

Client Follow-up – Through MPACT PRO (STARTING 10/1/24) reports we can track whether the counselors are reaching out to low activity clients at least every 60 days. When a client has become inactive after 90 days, we attempt to contact them by mail, phone, and email to notify them of their status two times. If we can make contact our Housing Counselors will try to determine the issue and work with them to resolve any issues. The Housing Counselor then updates that household's file in MPact Pro (starting 10/1/24), so we have accurate information on their outcome. If there is no client response to our contact efforts or they inform us they are not interested in continuing, we will request contact no later than 30 days from the date of the letter, suspend the file in MPact Pro (starting 10/1/24), the file will be scanned to the Restricted H drive, and the agency will not bill or count as active.

Service Delivery Standards – Each staff member will always be professional, responsive, and provide a quality of service for each client. All ethical standards and a code of conduct are kept on file which emphasizes integrity, honesty, and professionalism in all interactions with clients, colleagues, and stakeholders.

Compliance with Regulatory Requirements – Each staff member will ensure compliance with applicable federal, state, and local regulations governing housing counseling programs, such as HUD guidelines, fair housing laws, and data privacy regulations.

Training – Each staff member will be responsible for attending housing counseling training and keep up to date on continued education courses to maintain the certification status to demonstrate expertise and commitment to excellence in housing counseling. Training and professional development opportunities will enhance their knowledge, skills, and competencies in housing counseling, regulatory compliance, cultural competency, and ethical practice.

Quality Assurance and Continuous Improvement – quality assurance measures will be used to monitor and evaluate the effectiveness of housing counseling services, including client satisfaction surveys, case file audits, and program evaluations. The Santa Fe Community Housing Trust will use feedback from clients, stakeholders, and staff to identify areas for improvement and implement corrective actions as needed.

Complaints and Grievance Resolution – Client complaints, grievances, and disputes in a fair and timely manner. Clients can provide information to the Director of Operations or Senior Housing Counselor to voicing concerns, escalating issues, and seeking resolution through mediation or other dispute resolution mechanisms.

Supervisory Monitoring and Oversight – The Housing Trust's Senior Housing Counselor along with approval from the Director of Operations will include the following to ensure compliance with HUD regulations and reporting requirements.

- Senior Housing Counselor will be responsible to oversee daily operations, providing guidance, and ensuring compliance with policies. Assurance that all housing counselors complete the initial training and certifications as required by HUD. Recommend regular training sessions to keep staff updated on the latest housing counseling techniques, regulations, and industry best practices and develop individual plans for each counselor to address skill gaps and promote career growth.
- Director of Operations will be responsible to work with the Senior Housing Counselor to ensure detailed procedures for all counseling activities, including client intake, counseling sessions, documentation, and follow up.
- Audits will be conducted prior to any loan committee meetings on all client files to review documentation, accuracy in calculations, financial assistance, etc.
- Case reviews will be conducted quarterly utilizing the section 1-4 checklists to focus on accuracy, compliance, and counseling effectiveness. Two signatures along with the initial reviewer will be required.
- All quarterly reports will be reviewed with housing counseling staff to discuss key performance indicators (i.e. number of clients served, outcomes, education, training). A review of monthly percent of counselor client files will also be discussed.
- All deficiencies will be provided to senior management and include prompt effective corrective measures. All information is documented and saved in the shared drive.
- Weekly staff meetings will be held to discuss departmental updates, address issues, and share best practices. Other various communication channels will be used for ongoing communication.

MARKETING AND OUTREACH

Marketing and outreach efforts should aim to raise awareness of available services, reach target populations in need of assistance, and promote engagement with the community. Here are some examples of marketing and outreach strategies.

We market to our target group in numerous ways. A core marketing activity is the use of social media via Facebook and TikTok. We place physical signage in key locations such as new affordable developments. We also place advertisements in local publications. Our application (English and Spanish) is available online along with instructions on how the applicant builds their intake package. Our website also switches to Spanish using a tab. Perhaps the most important aspect of our outreach is our participation in local and community events such as housing and business fairs. Our Housing Counselors conduct classes and outreach activities at affordable apartments in the community as well as partner with local credit unions to participate in Student Fairs.

We network with several non-profits like Habitat for Humanity to better serve the individualistic needs of some of our clientele where there are needs, we do not address such as home repair loans.

Community Workshops and Events:

Host educational workshops, seminars, and community events on topics such as homeownership readiness, foreclosure prevention, budgeting and financial management, and fair housing rights.

Partner with local organizations, community centers, libraries, and faith-based institutions to co-host events and reach diverse audiences.

Multilingual Materials and Resources:

Develop marketing materials, brochures, and informational resources in multiple languages to ensure accessibility for non-English-speaking residents, including Spanish-language materials for the Hispanic community in Santa Fe.

Translate website content, social media posts, and promotional materials to reach a broader audience and promote inclusivity.

Digital Marketing and Social Media:

Maintain an active presence on social media platforms such as Facebook, Twitter, and Instagram to share updates, housing tips, success stories, and event announcements.

Use targeted online advertising campaigns to reach specific demographics or geographic areas within Santa Fe and drive traffic to the housing counseling department's website or contact information.

Local Media Outreach:

Reach out to local newspapers, radio stations, and television networks to share press releases, feature stories, and public service announcements about housing counseling services, upcoming events, and success stories.

Cultivate relationships with journalists and media outlets to secure coverage of housing-related issues and raise awareness of available resources.

Collaboration with Community Partners:

Forge partnerships with local government agencies, nonprofit organizations, real estate professionals, lenders, and housing developers to leverage their networks and resources for outreach efforts. The Housing Trust will confirm a HUD Certified Counselor is on staff.

Participate in community coalitions, task forces, and advisory boards focused on housing affordability, homelessness prevention, and fair housing advocacy to amplify outreach efforts and coordinate service delivery.

Direct Mail and Email Campaigns:

Develop targeted direct mail campaigns to distribute informational flyers, postcards, and newsletters to residents in underserved neighborhoods or areas with high rates of housing instability.

Build an email subscriber list and send regular newsletters, updates, and resources to subscribers highlighting housing counseling services, upcoming events, and relevant housing-related news.

Mobile Outreach and Pop-Up Events:

Conduct mobile outreach efforts by setting up information booths, tents, or mobile units at community events, farmers' markets, fairs, and public gatherings to engage with residents and provide on-the-spot assistance.

Organize pop-up counseling sessions or office hours at convenient locations throughout Santa Fe, such as libraries, community centers, or neighborhood hubs, to meet residents where they are and increase accessibility to services.

Referral Networks and Word-of-Mouth:

Build strong referral networks with local service providers, housing agencies, social service organizations, and healthcare providers to receive referrals and recommendations for housing counseling services. The Housing Trust will confirm a HUD Certified Counselor is on staff.

Encourage satisfied clients to share their experiences and refer friends, family members, and colleagues in need of housing assistance, leveraging word-of-mouth marketing to expand outreach efforts organically.

AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

The Housing Trust takes measures across all its activities, not just Housing Counseling, to meet our duty to Affirmatively Further Fair Housing. Our Counselors and homebuyer education classes emphasize the rights of all protected classes during the homebuying process. We have educational materials and resources for renters although we do not counsel them.

Our staff attends Fair Housing Workshops and seminars as provided by HUD, the New Mexico Mortgage Finance Authority, or the City of Santa Fe on an ongoing basis. Continuous engagement in Fair Housing training ensures that our staff has the latest information and a depth of knowledge created by repetitive study.

We have reviewed the City of Santa Fe's 2023-2028 Consolidated Plan and Analysis of Impediments.

Our anticipated outcomes are households that receive one-on-one counseling also receive.

- education services
- information on fair housing, fair lending and or accessibility rights
- a customized budget
- access to resources to help improve their housing situation such as down payment assistance or utility and rental assistance.
- access to non-housing resources such as social service programs, legal services and or public benefits.
- ability to purchase their first home.

Information Retention

The HUD HC Files, financial records and supporting documentation are retained for a minimum of three years after the final draw. We have them saved digitally in password restricted folders and current clients locked in file cabinets.

QUALITY CONTROL

EMERGENCY RESPONSE AND BUSINESS CONTINUITY

We have a comprehensive emergency response plan that addresses our activities in addition to our Housing Counseling role.

Angela Peinado

From: Yanetta, Benjamin T <Benjamin.T.Yanetta@hud.gov>
Sent: Wednesday, September 18, 2024 9:23 AM
To: Yvette Quesada; Angela Peinado
Cc: Housing Counseling External Email
Subject: RE: <External Message> Santa Fe - Workplan updated with new CMS

Hi Yvette and Angela,

I just reviewed your revised work plan and just wanted to say that this is an exceptionally well written document. I would recommend sharing this with others within RCAC's network as an example of how to make the document compliant but also specific to the agency's actual activity and goals. Very well done!

Thank you,

Ben Yanetta

Housing Program Specialist
Benjamin.t.yanetta@hud.gov

From: Yvette Quesada <yvette.quesada@rcac.org>
Sent: Tuesday, September 17, 2024 3:10 PM
To: Yanetta, Benjamin T <Benjamin.T.Yanetta@hud.gov>
Cc: Housing Counseling External Email <housing.counseling@rcac.org>
Subject: <External Message> Santa Fe - Workplan updated with new CMS
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to phishing@hud.gov or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

Hi Ben,

Santa Fe updated their workplan to reflect their new CMS as of 10/1/2024.

Thank you,

Yvette Quesada

RCAC | HOUSING

Housing Counseling Program Manager | California

(951) 401-1316

Angela Peinado

From: Yvette Quesada <yvette.quesada@rcac.org>
Sent: Tuesday, August 6, 2024 2:37 PM
To: Angela Peinado
Cc: Housing Counseling External Email
Subject: HUD approved the workplan
Attachments: 2024 HUD WorkPlan - HUD approved 8.2.24.pdf

Hi Angela,

Just wanted to let you know that HUD approved the workplan submitted - please use the attached copy going forward.

With Gratitude,

Yvette Quesada
RCAC | HOUSING
Housing Counseling Program Manager | California
(951) 401-1316
yvette.quesada@rcac.org
www.rcac.org
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HOUSING COUNSELING SUMMIT
SALT LAKE CITY, UTAH • AUG. 13-15, 2024

STAFF RESUMES

ROMAN “TIGER” ABEYTA

4325 Camino Lila, Santa Fe, New Mexico, 87507, Phone: 505-919-9722 or 505-470-2224, Email:
tigerabeyta@gmail.com

MANAGEMENT

- ◆ **Extensive background in Government and Non-Profit Sectors**, including experience in Land Use Planning, Human Resources, Budget, Bookkeeping, Finance, Public Relations, Fund Development, and Grant Writing.
- ◆ **Extensive Background in Management**, strategic planning, policy development, execution, leadership, superior creative problem solving, and motivational speaking.
- ◆ **Certified Senior Professional in Human Resources (SPHR)** offering a 20-year career distinguished by commended performance and proven results.

Skills

<i>Fund Development</i>	<i>Community Organizing</i>	<i>Strategic Planning</i>
<i>Public Speaking</i>	<i>Employee Relations</i>	<i>Training & Development</i>
<i>Media Relations</i>	<i>Organizational Development</i>	<i>Land Use</i>
<i>Crisis Management</i>	<i>Project Management</i>	<i>Board Development</i>

PROFESSIONAL EXPERIENCE

SANTA FE COMMUNITY HOUSING TRUST

NON-PROFIT HOUSING ORGANIZATION

EXECUTIVE DIRECTOR, NOVEMBER 2022 TO PRESENT

Manages the development and implementation of a strategic affordable housing advocacy program. Leads and directs staff and contractors in the development of HUD programs, loan programs, program management, grant writing, public relations, and communication activities. Manages the financial resources in a cost-effective manner, including developing and meeting budgets, developing and implementing strategic plans, HUD compliance, and affordable housing and affordable loans available to the community.

BOYS AND GIRLS CLUBS OF SANTA FE/ DEL NORTE

NON-PROFIT YOUTH SERVING ORGANIZATION

CHIEF PROFESSIONAL OFFICER, JUNE 2011 TO NOVEMBER 2022

Responsible for providing leadership and direction in overseeing strategic planning and operation of the organization, in support of organizational mission and goals. Provides leadership, direction and support to the board of directors in developing organizational goals, attaining, allocating and managing resources, and establishing policies. Provides leadership and direction to staff management and partnership development in carrying out the key roles.

CITY OF SANTA FE

CITY COUNCIL, DISTRICT 3, MARCH 2018 TO DECEMBER 2021

Acts with the entire city council to formulate policies and works to conduct policy concerning the current state of the city, and the future of the city as well. Participates in City Council meetings. Serves as the Chairman of the City's Finance Committee, serves on the Santa Fe Solid Waste Management Agency, and City Public Works and Land Use Committee.

SANTA FE COUNTY — Santa Fe, NM*Local Government employing 900 professionals.***County Manager**, October 2006 to July 2010

Oversee daily operations, services and activities of the County organization. Prepare and administers a \$200 Million annual operating budget. Responsible for all Human Resources actions of approximately 900 County Employees. Has final authority on employee grievances, disciplinary actions, and labor agreement interpretations. Provide direct oversight of County Human Resources Department. Develop and conduct employee trainings in the areas of customer service, middle management, and leadership. Inform Board of County Commissioners of the financial status, major projects, programs and issues. Develop and implement County goals, objectives, policies, and priorities. Meets with management staff to identify and resolve problems, evaluate, assess, assign, and monitor workloads. Provide administrative support systems and internal reporting relationships. Coordinate with elected officials to provide highly responsible and complex administrative support to the County Commission. Represent the County to the Governor of the State of New Mexico, the State of New Mexico Legislature and New Mexico's Federal Congressmen and Senators. Coordinate County activities with those of other counties, cities, and tribal entities and the State of New Mexico. Explain, justify, and defend County programs, policies and activities to the general public and the media.

Key Results:

- ◆ Created and implemented first ever County Strategic Plan.
- ◆ Reorganized Santa Fe County into 4 structured departments from 11 departments to address significant organizational growth and achieve operational efficiencies.
- ◆ Negotiated and implemented Regional Transportation Tax for the City and County of Santa Fe to fund the North Central Regional Transit District
- ◆ Negotiated and implemented salary increases for Public Safety staff – Sheriff's Deputies, Correctional Officers, and Fire Department.
- ◆ Made substantial improvements in the operations of the Santa Fe County Jail. Santa Fe County was under a CRIPA investigation by the Federal Department of Justice (DOJ) due to unconstitutional conditions of confinement. In December 2009 DOJ closed the investigation and issued a statement of compliance.
- ◆ Created County Public Information Office.
- ◆ Partnered with Santa Fe League of Women Voters and conducted a transparency audit.

CITY OF SANTA FE — Santa Fe, NM*Local Government employing 1600 professionals.***Deputy City Manager** May 2006 to September 2006

Assist City Manager with the oversight of the operations, services and activities of the City organization with 1600 employees and an annual operating budget of \$400 million dollars. Independently plan and perform work assignments provided by the City Manager. Serve as City representative in various projects, committees, and programs involving interaction with other governmental jurisdictions. Serve as Human Resources Director with a staff of fifteen. Serve as Chief Negotiator for management regarding collective bargaining agreements with AFSCME, Fire and Police unions using both traditional bargaining techniques and interest based bargaining techniques. Conduct employee pre-disciplinary hearings. Served as Director of Permits and Enforcement for the City Planning and Land Use Department. Streamlined Building Permit application review and approval process. Assisted with the planning and implementation of a department wide re-organization. Represent City Manager at meetings. Provide direct supervision and oversight of eight City Department Directors.

Key Results:

- ◆ Served as Chief Negotiator for management and successfully negotiated salary increases for city staff.

- ◆ Researched, prepared and presented property tax increase to City Council for purposes of funding salary increases for Police Officers and pay for new fire fighter equipment. City Council approved property tax increase.

SANTA FE COUNTY — Santa Fe, NM

Local Government employing 900 professionals.

Deputy County Manager March 2004 to April 2006

Responsible for oversight of the day to day operations, services and activities of the County organization. Provide direct supervision and oversight of all eleven County Department Directors. Provide direct oversight of Human Resources Department with a staff of twelve. Serve as Chief Negotiator for management to negotiate collective bargaining agreements with AFSCME, Firefighters, and Police unions. Conduct employee pre-disciplinary hearings. Independently plan and perform work assignments provided by the County Manager. Serve as County representative in various projects, committees, and programs involving interaction with other governmental jurisdictions. Attend meetings with the County Manager and represented the County Manager at meetings during his absence. Served as the interim

Key Results:

- ◆ Participated in the development and adoption of the City and County of Santa Fe Regional Land Use Plan which includes water, wastewater, transportation, and economic development elements.
- ◆ Participated in the review of proposals to award the design contract for the New Mexico Rail Runner.
- ◆ Introduced Interest Based Bargaining to Santa Fe County management and collective bargaining unions.
- ◆ Served as interim County Finance Director for twelve months with direct supervision of a staff of thirty employees. Developed, presented, and implemented a \$200 million dollar annual operating budget.

Planning and Land Use Director June 2002 to February 2004

Manage the County's Planning and Land Use Department which includes the direct oversight of a staff of forty employees and the preparation and maintenance of the department budget. Coordinate with federal, state and local government entities on matter of regulation and long term planning which includes, urban, community and transportation planning. Oversee the preparation, adoption, implementation and enforcement of land use rules, policies, resolutions, ordinances, and plans. Work with boards and committees. Work with the public and private entities to ensure county code compliance.

Planning and Land Use Department (Various Roles) February 1991 to May 2002

Worked in the Planning and Land Use Department in building permit review, small lot subdivision review, and development review which included reviewing subdivision and zoning applications for compliance with the Santa Fe County Code and Extraterritorial Zoning Ordinance. Prepared and presented application to zoning boards and commissions.

Education & Certifications

SANTA FE COMMUNITY COLLEGE — Santa Fe, NM

January 2011 (31 Semester Hours Completed)

HR Designations:

- ◆ SPHR (Senior Professional in Human Resources), 2010-2013

ANGELA MARIE PEINADO, PHD

2738 La Silla Dorada | Santa Fe, New Mexico 87505 | (505) 412-2888 | a_peinado@msn.com

PROFESSIONAL SUMMARY

Highly motivated manager with extensive fiscal, program, human resources, and grant management experience.

SKILLS

Federal and State Grant Management and Reporting	Contract and Procurement Management
Accounts Receivables and Payables	Proficient in Quicken, QuickBooks, and Excel
Budget Preparation and Financial Reporting	Program and Project Management
Fixed Asset and Payroll Management	SHARE Experience
Detail Oriented and Excellent Time Management	Policy and Procedure Development
Human Resource Management	Legislative Experience

EXPERIENCE

- Business Operations Manager for the Santa Fe Community Housing Trust; 1111 Agua Fria Street in Santa Fe, New Mexico 87501 (505) 989.3960; Roman Abeyta; December 2022 to Current.
Responsible for all accounting functions, human resources, grant management and reporting, procurement, audit reporting, management of staff, program management, housing counselor coordination, and organizational improvements.
- Staff Manager for Human Services Department; 1464 Rodeo Road in Santa Fe, New Mexico 87505. Carolee Graham.
Responsible for preparing, reviewing, and submitting federal and state grant reports within strict timelines for the Medicaid program; coordinating program improvements with other stakeholders, and conducting research and reconciliations for process improvements.
- Fiscal Grants Analyst for the Public Education Department; Jerry Apodoca Building in Santa Fe, New Mexico 87501.
Responsible for SHARE reporting on federal and state grant invoices for schools statewide; prepared journal entries and reconciliations as well as budget reporting and capital outlay payments.
- Treasurer for the Village of Pecos; PO Box 337 in Pecos, New Mexico 87552.
Responsible for Department of Finance reporting on all fiscal matters; capital outlay and fixed asset reporting; budget preparation and management; legislative bills and presentations; board meeting preparation, management of personnel, and overseeing all policies and procedures for the Village.
- Senior Statewide Program Manager for the Administrative Office of the Courts; 237 Don Gaspar in Santa Fe, New Mexico, 87501.
Responsible for developing children’s court and drug court statewide initiatives; process improvements, procedures, fiscal grant management, and training initiatives. Collaboration through statewide District Courts, Magistrate Courts, and Supreme Court personnel. Also served as Deputy Court Administrator for the First Judicial District Court in Santa Fe, New Mexico prior to working with the Administrative Office of the Courts in which in charge of court process and procedures, fiscal management, and special program manager for court projects.

EDUCATION

- University of Phoenix in Phoenix, Arizona. Doctorate in Business Administration (DBA). April 2013.
Published Dissertation on Drug Court Coordinators Personality and Communication Styles.
- University of Phoenix in Albuquerque, New Mexico, master's in business administration (MBA). January 2004.
- Eastern New Mexico University in Portales, New Mexico, Bachelor of Science (BS) received in May 1993.

REFERENCES

Louise Baca-Sena; Former Supervisor and Director at the Administrative Office of the Courts; (505) 470-6328

Theresa Vaisa; Principal; (505) 670-0857

Judge Monica Zamora; Committee Head and Judge; (505) 263-6709

Ronald J Chavez
Homebuyer Services (Full Time Position)
Santa Fe Community Housing Trust

Duties at the Housing Trust:

- Outreach to builders, realtors, mortgage lenders, and prospective homebuyers.
- Implementation of homebuyer assistance programs in compliance with internal policies and Grant funding requirements. This includes sales of discounted homes and establishing client qualifications for grant awards assistance and related activities.
- Train and educate first-time homebuyers in credit repair when necessary.
- Counseling at-risk homeowners in Mortgage Default Prevention.
- Teaching the home buyer training class to small and large groups (includes Spanish classes).
- HUD Certified Counselor.
- HUD Certified HECM Counselor.
- Bilingual.

Prior Work Experience

2004-Present Homebuyer Services Coordinator - Santa Fe Community Housing Trust
2001-2004 Homebuyer Counselor - Homewise, Inc.
1998-1999 Executive Personnel Analyst - State of New Mexico Personnel
1991-1998 Branch Manager - Norwest Financial

Education

B.BA, Loyola Marymount University, 1990
Graduate, St. Michael's High School, 1986

Yvonne Madrid

Santa Fe, NM 87505
vonimad@icloud.com
505-316-2431

Work Experience

The Housing Trust

Hud Certified Housing Counselor

September 2021-Present

Provide one on one counseling and interview clients with respect to their overall financial situation as it relates to home ownership. Help with budgeting, debt reduction, credit rebuilding and education. Facilitate Home Buyer Education Class. Create a plan for all clients and ensure completion of a client's file per organizational and HUD guidelines. Adhere to all guidelines related to the confidentiality of client records and information and requirements per the HUD Housing Counseling Handbook and National Industry Standards for Homebuyer Education and Counseling. Proactively manage workload, calendar and client appointments to help meet the goals of the organization and serve the client effectively. Conduct community outreach to meet program goals.

Front Desk Receptionist

Inn On the Alameda

March 2021-September 2021

Greet, register and make room assignments for Hotel Guests. Issue keys to guests and handle cash and credit card transactions. Respond to telephone inquiries in prompt and courteous manner and record and update room reservations as required. Enter reservations reservation forms, and group booking information in an accurate and timely manner. Assist with luggage or room deliveries as necessary.

Respond to guest requests for information and hotel services, entertainment and local travel. Make dinner reservations and other arrangements for guests.

Perform problem solving as needed.

Property Manager/Vacation Rentals

Casas de Santa Fe

October 2013 to Present

Prepare homes for guest arrival to include, cleanliness, checking for proper operation of televisions, internet etc. Troubleshoot for any maintenance issues.

Interact with owners regarding the maintenance of their homes and keep the level of standards in comparison to a 5 Star Hotel. On call 24/7. Answer emergency phone after hours and respond accordingly. Interact with various vendors-housekeeping, electricians, plumbers, handymen and coordinate any maintenance with guests and owners. Prepare all key envelopes for guest arrival. Maintain inventory of all amenities for homes, linens and minor supplies (light bulbs, paper products, cleaning products etc. Maintain accurate key inventory for all homes.

Escrow Assistant

Fidelity National Title

February 2011 to August 2013

Assist Escrow officer in real estate escrow transactions by determining requirements; clearing titles; assembling, preparing, and reviewing closing documents; disbursing funds. Determine escrow requirements by studying and clarifying buyer, seller, and lender instructions. Obtain clear title by ordering title reports; resolving title defects; satisfying existing liens and encumbrances against property or principals.

Establish escrow account by depositing funds; maintaining records.

Prepare transaction documents by completing forms and statements; collecting and reviewing existing documents. Complete calculations by prorating taxes and interest.

Complete closing by recording and filing documents; preparing and distributing final closing statements and title. Prepare HUD by utilizing lender instructions. Closes escrow account by balancing and disbursing funds.

Management Analyst

The State of New Mexico

November 2008 to February 2011

Determine and compile an inventory of right of way that is owned by the State of New Mexico. Analyze legal conveyance documents and determine validity. Gather data and enter into a central data base using micro film, right of way maps and other computer programs used by the State of New Mexico.

Escrow Assistant

Stewart Santa Fe Abstract

June 2008 to August 2008

Assist Escrow officer in real estate escrow transactions by determining requirements; clearing titles; assembling, preparing, and reviewing closing documents; disbursing funds. Determine escrow requirements by studying and clarifying buyer, seller, and lender instructions. Obtain clear title by ordering title reports; resolving title defects; satisfying existing liens and encumbrances against property or principals.

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Prepare transaction documents by completing forms and statements; collecting and reviewing existing documents.

Complete calculations by prorating taxes and interest.

Complete closing by recording and filing documents; preparing and distributing final closing statements and title. Prepare HUD by utilizing lender instructions. Closes escrow account by balancing and disbursing fund

Escrow Assistant

Southwestern Title & Escrow

April 2007 to June 2008

Assist Escrow officer in real estate escrow transactions by determining requirements; clearing titles; assembling, preparing, and reviewing closing documents; disbursing funds. Determine escrow requirements by studying and clarifying buyer, seller, and lender instructions. Obtain clear title by ordering title reports; resolving title defects; satisfying existing liens and encumbrances against property or principals.

Establish escrow account by depositing funds; maintaining records.

Prepare transaction documents by completing forms and statements; collecting and reviewing existing documents.

Complete calculations by prorating taxes and interest.

Complete closing by recording and filing documents; preparing and distributing final closing statements and title. Prepare HUD by utilizing lender instructions. Closes escrow account by balancing and disbursing funds.

Mortgage Loan Processor, Assistant to Senior Loan Officer

The Watkins Group

August 2004 to April 2006

Responsible for assisting loan officers in gathering, analyzing, and submitting loan files from potential borrowers to various lenders for approval. Follow up on files submitted and meet any additional conditions required by lender. Schedule and coordinate closing procedures and times with the borrower, loan officer, lender, and closing agency. Responsible for the daily operations of the company.

Mortgage Loan Processor, Closer/Funder

Quest Mortgage

July 2001 to August 2004

Responsible for assisting loan officers in gathering, analyzing, and submitting loan files from potential borrowers to various lenders for approval. Follow up on files submitted

and meet any additional conditions required by lender. Schedule and coordinate closing procedures and times with the borrower, loan officer, lender and closing agency. Provide documents to closing agency for closing.

Responsible for final purchase and funding of loans with correspondent bank along with any corrections needed.

Community Bank

Operations Manager, Banking Officer

October 1996 to July 2001

Responsible for overseeing daily operations of the Teller Line and New Accounts. Supervised and evaluated a staff of nine. Responsible for auditing, reporting, and record keeping of cash vault, three automated teller machines, and all monetary items. Schedule and conduct monthly meetings for entire branch. Coordinated and assisted in conversion

of a new computer system and move to all new branch location.

Customer Service Representative

Sunwest Bank

January 1993 to October 1996

Open checking, savings, IRA's, safe deposit boxes. Cross sell other Bank Products. Open and close Branch twice a week.

Education

HUD Certified

Principles of Banking

Santa Fe Community College

September 1994 to March 2001

High school diploma in Business

Battle Mountain High School - Minturn, CO

1988

Andrea Gerber
Housing Counselor (Full Time)
Santa Fe Community Housing Trust

Proficient work experience in Continuum of Care Permanent and Temporary Housing Grants, project administration, Housing Opportunities for Persons with AIDS, Data administration, Information Security, and HIPAA compliance. Fully involved with providing support in State, local agency, and Government HUD audits for The Santa Fe Community Housing Trust to serve and meet the organization's goals and needs proactively and effectively.

**HUD Certified Housing Counselor –
August 2, 2023**

- HUD Certified and trained to assess client financial status, housing goals and needs.
- Able to notarize organization documents as a State of New Mexico Notary Public.
- Advise clients in credit repair or refer them to specialists for more serious cases.
- Provide in person Housing Counseling about home ownership and financial status as well as qualifying for a first mortgage.
- Create budgets and client action plans as goals for the client to reach their housing goals successfully.
- Maintain compliance with HUD guidelines regarding confidentiality, HIPAA privacy and all industry standards required by Housing Counselors and agencies.
- Assist clients with financial literacy that includes budgeting, credit, debt reduction to become homebuyer ready, and/or prevent foreclosure.
- Host classes in financial literacy, basic will preparation and knowledge for seniors and other basic topics in conjunction with the Civic Housing Authority, and schools and other agencies.
- Host Home Buyer training classes covering HUD National Industry Standards for Homebuyer Education with volunteers from the community that are directly providing related services.
- Maintain and update client files and financial records regularly as required.
- Utilize CounselorMax, Calyx and other data inquiry record keepings systems as needed.
- Communicate openly with clients and lenders, title companies and others involved in the home buying process.
- Effectively pursue clients, donations, volunteers, and community partners to reach organizational needs.

Prior Work Experience

Special Needs Housing Programs & Grant Manager – Santa Fe Community Housing Trust
2003 Private Practice – Licensed Massage Therapist - Nationally Certified in Therapeutic Massage & Bodywork
Medical Billing Office Manager & Audit Compliance Specialist – FootPrints Shoes – Newington CT
Variable Annuity & Mutual Funds Wholesale Financial Advisor- American Skandia Life Assurance Corporation – Shelton CT
Transportation Dept. Fleet Liaison & Dispatch Coordinator – Ames Department Stores CT Corporate Office
Connecticut Bank & Trust – Teller and Safe Deposit Manager, Large Items Charge backs.

EXECUTIVE SUMMARY:

A talented, Knowledgeable, productive, Mortgage Advisor professional with in-depth knowledge of operational, financial and Real Estate base service issues. Consistently able to assess new situations, identify problems, or deficiencies and initiate constructive action that improves positive outcomes for consumers within the real estate market. Adapt at working as a team member in a shared-governance environment or as an individual contributor in situations requiring independent thinking, resourcefulness and decision making. Accommodates change, accountability, stress, multiple tasks and challenges with grace and quiet determination. Can be counted on to produce results rather than creative explanations or dramatic excuses.

AREAS OF PROFICIENCIES

- Leadership
- Management
- Training & Development
- Computer proficiency
- Financial Literacy
- Credit Repair
- Table Games Management
- Community resources

MEMBERSHIPS & CERTIFICATES OF COMPLETION

- Bank Teller Certification
- Nationwide Multistate Licensing System (Licensed Mortgage Advisor)
- Greater Albuquerque Associates of Realtors
- HUD Certified Counselor
- Home Ownership Literacy Instructor

Education

- associate degree with the Technical Vocational Institute of Albuquerque NM
Financial Business
- National Association of Bank Teller training
- United New Mexico Bank in House Bank Teller Certification
- The Leather Factory in House Accounting Curriculum

Experience

Mortgage Advisor 2004 – Present

- The Housing Trust
- Nexa Mortgage LLC
- Finance of America
- Castle & Cooke LLC
- NewRez LLC
- Luminare Home Loans Inc
- Podium Mortgage Capital LLC
- First California Mortgage Company
- Gateway First Bank
- L & G Mortgage Inc
- TRE Mortgages

Casino Floor Supervisor 2001 – 2014

- Sandia Casino
- Isleta Casino
- Santa Ana Casino

Accountant/Bookkeeper 1994 - 1996

- The Leather Factory

Bank Operations Manager 1986 – 1993

- Wells Fargo Bank
- Norwest Bank
- United New Mexico Bank

Community Engagement

- Banking Day for the Elementary School Students-United New Mexico Bank
- Coaching for the African American Greater Albuquerque Chamber of Commerce housing literacy course
- Housing Summit Highland High School
- Greater Albuquerque Association of Realtors
- Making Strides against Breast Cancer Association
- Office of Black Community Engagement
- Run for the Zoo to support the care of the animals
- Information session provided for Rio Communities
- Housing Fair UNM Student Union Building
- Sunday is Funday Community Business Fair Rio Rancho

Dina Gurule-Trujillo
P.O. Box 9702
Santa Fe, NM 87504
(505) 470-4330

OBJECTIVE

Obtain a position where I can utilize my experience in the property management, lending, financial, human resources, and non-profit sector.

EXPERIENCE

July 2011 — Present

Santa Fe Boys and Girls Clubs, Inc.
Santa Fe, NM 87507

DIRECTOR OF OPERATIONS

Responsible for the oversight of 6 Boys and Girls Club building sites and properties. Duties include ensuring sites meet State Building Code, applicable zoning requirements, and State of New Mexico Childcare Licensing requirements. Oversee the maintenance and construction of Club sites including the construction of new buildings, building additions, and the installation of infrastructure and related improvements. Plan, evaluate, and recommend properties for the purpose of locating Club sites including ensuring site meets applicable zoning requirements and building will meet applicable codes for childcare facilities. Review and approve building leases. Oversee the sale and purchase of properties. Responsible for the management, improvements, and up-keep of three non-business-related facilities for the purpose of generating rental income for the organization.

August 2008 – March 2011

Century Bank
Santa Fe, NM

COMMERCIAL LOAN ASSISTANT

Type memos, correspondence, and related documents as required by Lender, close all loans with customers and send booking packages to Loan Operations. Assist customers with advances, transfers, payments, account information. Maintain commercial credit files with current financial information, tax returns, credit reports, and collateral documentation. Work with lenders in clearing pre and post funding technical exceptions.

Perform a variety of administrative, secretarial, and business development duties as required by lender, insuring efficient and timely workflow. This includes pulling weekly reports from Senergy such as Past due Reports, Notes coming due, and other reports as needed.

Dina Gurule-Trujillo

P.O. Box 9702
Santa Fe, NM 87504
(505) 470-4330

August 2005 – July 2008

1st Metropolitan Mortgage
Santa Fe, NM

LOAN PROCESSOR

Upload, Register and lock loans. Review all income/asset information on Applications in Caybq run DU/LP and submit loans to various Lenders. Order payoffs, Appraisals, Title Binders, Homeowners Insurance. Collect needed conditions requested by Lenders. Schedule closings, order loan documents, check Settlement Statements. Prepare final disclosures for closings. Stack files and make sure files complete for Quality Control, prepare and calculate commission sheets for Loan advisor commissions on loans, scan file on disk and send hard file to Corporate.

August 2003 – July 2005

First State Bank
Santa Fe, NM

COMMERCIAL LOAN ASSISTANT AND CONSUMER LOAN PROCESSOR

Type memos, correspondence, and related documents as required by Lender, close all loans with customers and send booking packages to Loan Operation. Assist customers with advances, transfer, payments, account information, and direct to other employees if necessary. Maintain commercial credit files with current financial information, tax returns, credit reports, and collateral documentation. Work with lenders in clearing pre and post funding technical exceptions.

Perform a variety of administrative, secretarial, and business development duties as required by lender, insuring efficient and timely workflow. This includes pulling weekly reports from nautilus such as Past due Report, Notes coming due, and other reports as needed. Maintain Construction Draw files and service Construction loans. This includes ordering and reviewing inspections, calculating loan draws, down date endorsements, disbursing loan draws, monitoring receipt stem wall surveys, and receipt of survey deletion endorsements. Assist loan Officers as requested with inputting loan applications and ordering Title binders from Title Companies, appraisals, UCC Searches, OFAC. Complete all withdrawals and denials.

Post-Closing duties include, all liens filed on titles and mortgages recorded. Maintain Insurance current on any collateral taken by the bank. Obtain and review Title Policies from Title companies. Obtain escrow agent acknowledgment of assignment of real estate contracts or other like collateral. Process paid notes, release collateral. Prepare files for archive storage.

April 2001 – July 2003

Century Bank
Santa Fe, NM

LOAN ASSISTANT

Process, Construction and Single-Close loans. Order and verify loan documents, send verified documents out to Title Company. Check Settlement Statements, fund loans and ensure loans are booked. Close renewals and extensions. Work exception reports for loan officer. Order Appraisals, title Binders and Builders risk Insurance. Pull credit reports, order flood certification and prepare commitment letters.

Dina Gurule-Trujillo

P.O. Box 9702
Santa Fe, NM 87504
(505) 470-4330

Prepare release of Mortgages. Answer phones, schedule appointments. Check on overdrawn checking accounts and past due loans.

Prepare daily rates for New Mexican, Albuquerque Journal. Send loan files for review. Help customers with loan applications prepare loan packets for all branches. Apply loan payments and issue payoffs to Title Companies.

October 1991 – May 2001

American Surety Title
Santa Fe, NM

ESCROW ASSISTANT-PRECLOSING

Prepare buyers/sellers closing documents. Order payoffs and surveys. Check on property taxes, sewer and refuse, homeowner's association dues, meet binder requirements and schedule closings. Send Lenders closing packages. Correct Settlements Statements as needed and send out recordings. Prepare and send mail out closing packages, answer phones when needed.

ESCROW TECHNICIAN-POST CLOSING

Fund closings, balance and disburse al' checks on transaction, issue overnight payoff checks, send wire transfers, and deposit earnest money. Set up Real Estate contracts with escrow Companies. Record releases and file.

EDUCATION

1990-1991	Santa Fe Community College
1989-1990	New Mexico State University
1983-1987	Santa Fe High School



HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

RONALD CHAVEZ
of
SANTA FE COMMUNITY HOUSING TRUST

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: April 8, 2020

Agency HCS ID: 82669

Housing Counselor ID: DPBAN4

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.



HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

YVONNE MADRID
of
SANTA FE COMMUNITY HOUSING TRUST

for meeting the criteria for this certification.
This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: November 22, 2021

Agency HCS ID: 82669

Housing Counselor ID: X3GFXA

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employ the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.



* HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

ANDREA GERBER
of

SANTA FE COMMUNITY HOUSING TRUST

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: August 10, 2023

Agency HCS ID: 82669

Housing Counselor ID: VJ36IS

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.



HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

CYNTHIA WEBB
of
SANTA FE COMMUNITY HOUSING TRUST

for meeting the criteria for this certification.

This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: August 29, 2023

Agency HCS ID: 82669

Housing Counselor ID: 5RIU46

Jerrold H. Mayer

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.

HUD-9902 REPORT

Housing Counseling
Agency Activity Report

U.S. Department of Housing and Urban Development
Office of Housing Counseling
Federal Housing Commissioner

OMB Approval No: 2502-0622
Exp. 12/31/2024

1. Counseling Agency Name

Agency Name

SANTA FE COMMUNITY HOUSING TRUST
Agency ID: 82669
Agency Type: Affiliate

6005 Jaguar Dr Suite 101
Santa Fe, NM
87507-1719

Parent Agency Name (if applicable)

RURAL COMMUNITY ASSISTANCE CORPORATION
Agency ID: 82559
Agency Type: National Intermediary

2. Reporting Period and Budget

Reporting Period: Quarter 3
Fiscal Year: 2025
From: 10/01/2024
To: 06/30/2025
Submission Date: 07/02/2025
Update Date: 07/28/2025
Total budget, all sources: \$11,130.00
Total HUD Funding, all grants: \$11,130.00

HUD Funding Sources

Passed @ 100%

2023-1 COMP 10/01/2023 - 09/30/2024

Extended to 03/31/2025 Notice of Funding Opportunity (NOFO) for the Department's Fiscal Year 2023 Comprehensive Housing Counseling Grant Program FR-6700-N-33
Funding: \$0.00

2024-1 COMP 10/01/2024 - 09/30/2025 Notice of Funding Opportunity (NOFO) for the Department's Fiscal Year 2024 Comprehensive Housing Counseling Grant Program FR-6700-N-33
Funding: \$11,130.00

Validated: Validated
Last Validated: 07/28/2025
Validated by: System

Only reports completed by 07/31/2025 will be credited for on time submission.

	TOTAL		2023-1 COMP	2024-1 COMP
	All Activities	All HUD Funded Activities	HUD Funded	HUD Funded
3. Ethnicity				
a. Hispanic	254	5	5	0
b. Not Hispanic	112	32	32	0
c. Chose not to respond	16	3	3	0
Section 3 Total	382	40	40	0
4. Race				
a. American Indian/Alaskan Native	2	0	0	0
b. Asian	0	0	0	0
c. Black or African American	6	0	0	0
d. Native Hawaiian or Other Pacific Islander	1	0	0	0
e. White	361	36	36	0
f. More than One Race	3	1	1	0
g. Chose not to respond	9	3	3	0
Section 4 Total	382	40	40	0
5. Income Levels				
a. < 30% of Area Median Income (AMI)	35	5	5	0
b. 30 - 49% of AMI	101	10	10	0
c. 50 - 79% of AMI	162	8	8	0
d. 80 - 100% of AMI	43	4	4	0
e. > 100% AMI	35	10	10	0

f. Chose not to respond	6	3	3	0
Section 5 Total	382	40	40	0
6. Rural Area Status				
a. Lives in a rural area	3	0	0	0
b. Does not live in a rural area	224	40	40	0
c. Chose not to respond	155	0	0	0
Section 6 Total	382	40	40	0
7. Limited English Proficiency Status				
a. Limited English Proficient	9	0	0	0
b. Not Limited English Proficient	362	40	40	0
c. Chose not to respond	11	0	0	0
Section 7 Total	382	40	40	0
8. Households Receiving Education Services (Including Online Education), by Purpose				
a. Completed financial literacy workshop, including home affordability, budgeting and understanding use of credit	0	0	0	0
b. Completed predatory lending, loan scam or other fraud prevention workshop	0	0	0	0
c. Completed fair housing workshop	0	0	0	0
d. Completed homelessness prevention workshop	0	0	0	0
e. Completed rental workshop	0	0	0	0
f. Completed pre-purchase homebuyer education workshop	27	0	0	0
g. Completed non-delinquency post-purchase workshop, including home maintenance and/or financial management for homeowners	0	0	0	0
h. Completed resolving or preventing mortgage delinquency workshop	0	0	0	0
i. Completed disaster preparedness assistance workshop	0	0	0	0
j. Completed disaster recovery assistance workshop	0	0	0	0
Section 8 Total	27	0	0	0
9. Households Receiving One-on-One Counseling by Purpose				
a. Homeless Assistance	0	0	0	0
b. Rental Topics	0	0	0	0
c. Prepurchase/Homebuying	264	10	10	0
d. Non-Delinquency Post-Purchase	6	0	0	0
e. Reverse Mortgage	85	30	30	0
f. Resolving or Preventing Forward Mortgage Delinquency or Default	0	0	0	0
g. Resolving or Preventing Reverse Mortgage Delinquency or Default	0	0	0	0
h. Disaster Preparedness Assistance	0	0	0	0
i. Disaster Recovery Assistance	0	0	0	0
Section 9 Total	355	40	40	0
Households Served Sections 8 and 9 Total:	382	40	40	0
10. Outcome of One-on-One Counseling Services				
a. Households that received one-on-one counseling that also received education services.	227	0	0	0
b. Households that received information on fair housing, fair lending and/or accessibility rights.	329	4	4	0
c. Households for whom counselor developed a budget customized to a client's current situation.	328	0	0	0

d. Households that improved their financial capacity (e.g. increased discretionary income, decreased debt load, increased savings, increased credit score, etc.) after receiving Housing Counseling Services.	126	0	0	0
e. Households that gained access to resources to help improve their housing situation (e.g. down payment assistance, rental assistance, utility assistance, etc.) after receiving Housing Counseling Services.	146	0	0	0
f. Households that gained access to non-housing resources (e.g. social service programs, legal services, public benefits such as Social Security or Medicaid, etc.) after receiving Housing Counseling Services.	20	0	0	0
g. Homeless or potentially homeless households that obtained temporary or permanent housing after receiving Housing Counseling Services.	0	0	0	0
h. Households gained access to disaster recovery non-housing resources after receiving Housing Counseling Services (e.g. Red Cross/FEMA relief items, legal services, assistance)	0	0	0	0
i. Households obtained disaster recovery housing resources after receiving Housing Counseling Services (e.g. temporary shelter, homeowner rehab, relocation, etc.)	0	0	0	0
j. Households for whom counselor developed or updated an emergency preparedness plan.	1	0	0	0
k. Household that received rental counseling and avoided eviction after receiving Housing Counseling Services.	0	0	0	0
l. Households that received rental counseling and improved living conditions after receiving Housing Counseling Services.	0	0	0	0
m. Households that received pre-purchase/homebuying counseling and purchased housing after receiving Housing Counseling Services.	23	0	0	0
n. Households that received reverse mortgage counseling and obtained a Home Equity Conversion Mortgage (HECM) after receiving Housing Counseling Services.	55	0	0	0
o. Households that received non-delinquency post-purchase counseling that were able to improve home conditions or home affordability after receiving Housing Counseling Services.	1	0	0	0
p. Households that prevented or resolved a forward mortgage default after receiving Housing Counseling Services.	0	0	0	0
q. Households that prevented or resolved a reverse mortgage default after receiving Housing Counseling Services.	0	0	0	0
r. Households that received a forward mortgage modification and remained current in their modified mortgage after receiving Housing Counseling Services	1	0	0	0
s. Households that received a forward mortgage modification and improved their financial capacity after receiving Housing Counseling Services.	0	0	0	0
Section 10 Total	1257	4	4	0

Public reporting burden for this collection of information is estimated to average .375 hours per response. The HUD9902 form is transmitted 100% electronically. The housing counseling agency can either input data directly into HUD's Housing Counseling System (HCS) or submit through its own Client Management System (CMS) using the Agency Reporting Module connection to HUD's HCS. With universal CMS use, the HUD-9902 will populate automatically based on electronic client files. Consequently, the estimated burden hour per response includes logging in and the time necessary to send the document electronically (estimated time: 15 minutes). An agency may not conduct or sponsor, and a person is not required to submit an information collection unless that collection displays a valid OMB control number.

This information is collected in connection with HUD's Housing Counseling Program and will be used by HUD to collect performance and outcome data related to HUD's Housing Counseling Program. Additionally, the data collected on form HUD-9902 plays a key role in analyzing performance and capacity during the Office of Housing Counseling's Notice of Funding Availability (NOFA) process. The information is required to obtain funding under Section 106 of the Housing and Community Development Act of 1974. The information is considered sensitive and is protected by the Privacy Act which requires the records to be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and

BROCHURES & WEBSITE

About Us

The Santa Fe Community Housing Trust is a non-profit organization that supports, educates, and advocates for homebuyers to make their housing goals a reality. We also strengthen our community by forwarding affordable housing efforts in Santa Fe.

Santa Fe.



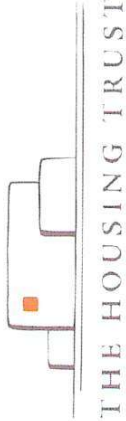
Steps to Homeownership

- #1 DOWNLOAD OUR APPLICATION** and drop it off at our office (no appointment needed) along with:
 - The 3 most recent paycheck stubs
 - Copies of Income Tax returns of the past 3 years
 - The 3 most recent bank statements
 - Homebuyer Application
 - Affidavit
 - Credit Authorization form

- #2 SCHEDULE AN APPOINTMENT** Once we receive your paperwork, our team will contact you to arrange your appointment.

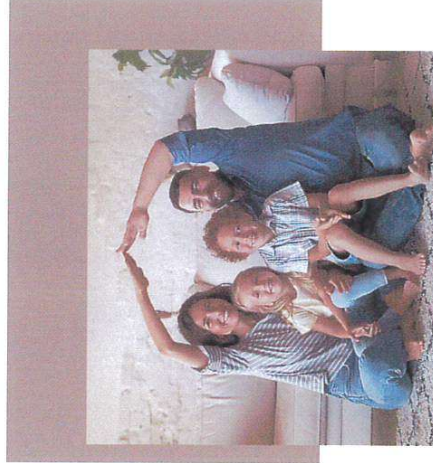
- #3 PERSONALIZED CONSULTATION** Begin your journey to homeownership with a confidential meeting with a Housing Trust counselor. You'll leave this meeting with a clear plan, outlined in three initial steps toward owning your dream home.

- #4 ATTEND OUR HOMEBUYER TRAINING CLASS.**



THE HOUSING TRUST

OUR HELP. YOUR HOME.



Phone: 505-989-3960
 Email: info@housingtrustonline.org
www.housingtrustonline.org

OUR SERVICES



Mortgage Reduction Assistance

We work with clients to determine whether they can qualify for mortgage reduction assistance via the City of Santa Fe's Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG), Community Development Financial Institution Funds (CDFI) Housing Opportunities for persons with Aids/HIV (HOPWA) as well as through our own loans.



HUD Certified Counseling

We provide comprehensive support including credit counseling, mortgage affordability assessments, lender finding assistance, down payment aid qualification, and help in locating an affordable home.

Homebuyer Training Classes

Our monthly homebuyer training classes are designed to demystify the process. These free sessions, led by industry professionals and local real estate experts, guide you step-by-step through the home-buying journey.



Reverse Mortgage Counseling

The Santa Fe Community Housing Trust provides HUD-approved Home Equity Conversion Mortgage counseling. If you are 62 years of age or older, a homeowner, and possess substantial equity in your home, this Federal Housing Administration (FHA) reverse mortgage product may be a viable alternative to consider.



At The Santa Fe Community Housing Trust, we believe everyone deserves a place to call home. A place that brings comfort, safety, and

FOR MORE INFORMATION



6005 Jaguar Drive, Ste 101
Santa Fe, New Mexico



505-989-3960



info@housingtrustonline.org

"Awesome group of people to work with. We were given helpful information and were able to call with questions and they are always happy to help."

Sobre Nosotros

El Fideicomiso de Vivienda Comunitaria de Santa Fe es una organización sin fines de lucro que apoya, educa y aboga por los compradores de vivienda para hacer realidad sus metas de vivienda. También fortalecemos nuestra comunidad promoviendo esfuerzos de vivienda asequible en Santa Fe.



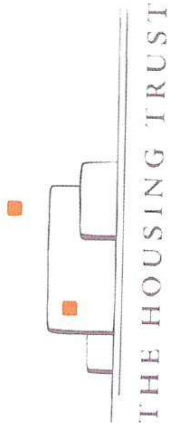
Pasos para ser propietario de vivienda

- #1 DESCARGUE NUESTRA APLICACIÓN** y entréguela en nuestra oficina (no se necesita cita) junto con:
 - Los 3 recibos de pago más recientes
 - Declaraciones de impuestos, los últimos 3 años
 - Los 3 estados de cuenta bancarios más recientes
 - Solicitud de compra de vivienda
 - Declaración jurada
 - Formulario de autorización de crédito

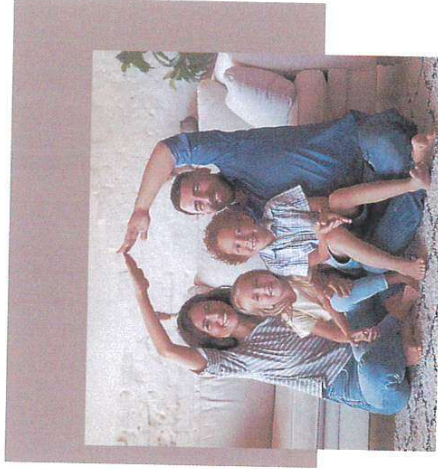
- #2 PROGRAMAR UNA CITA** Una vez que recibamos su documentación, nuestro equipo se pondrá en contacto con usted para programar su cita.

- #3 CONSULTA PERSONALIZADA** Comience su camino hacia la propiedad de una vivienda con una reunión confidencial con un consejero de vivienda. Saldrá de esta reunión con un plan claro, delineado en tres pasos iniciales hacia la adquisición de su hogar.

- #4 ASISTA A NUESTRO CURSO DE CAPACITACIÓN PARA COMPRADORES DE VIVIENDA.**



NUESTRA AYUDA. TU HOGAR.



Teléfono: 505-989-3960

Correo Electrónico:

info@housingtrustonline.org

www.housingtrustonline.org

NUESTROS SERVICIOS



Asistencia para la Reducción de Hipotecas

Trabajamos con los clientes para determinar si pueden calificar para asistencia en la reducción de hipotecas a través del Fondo Fiduciario de Vivienda Asequible (AHTF) de la Ciudad de Santa Fe y la Subvención de Desarrollo Comunitario (CDBG), Fondos de Instituciones Financieras de Desarrollo Comunitario (CDFI) Oportunidades de Vivienda para personas con SIDA/HIV (HOPWA), así como a través de nuestros propios préstamos.



HUD Asesoría Certificada

Ofrecemos apoyo integral que incluye asesoría crediticia, evaluaciones de asequibilidad hipotecaria, asistencia para encontrar prestamistas, calificación para ayuda con el pago inicial y ayuda para localizar una vivienda asequible.

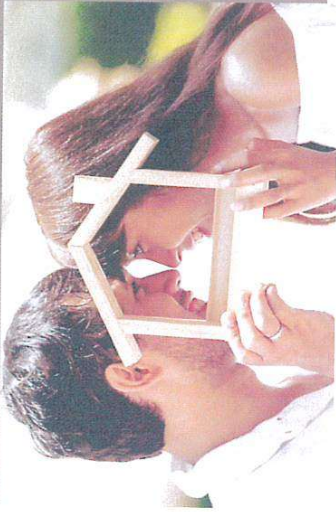
CAPACITACIÓN PARA COMPRADORES DE VIVIENDA.

Nuestras clases mensuales de capacitación para compradores de vivienda están diseñadas para desmitificar el proceso. Estas sesiones gratuitas, dirigidas por profesionales de la industria y expertos locales en bienes raíces, te guían paso a paso a través del viaje de compra de una casa.

ASESORAMIENTO SOBRE HIPOTECAS INVERSAS



El Santa Fe Community Housing Trust ofrece asesoramiento sobre hipotecas de conversión de capital de vivienda aprobadas por HUD. Si tienes 62 años o más, eres propietario de una vivienda y posees un capital sustancial en tu hogar, este producto de hipoteca inversa de la Administración Federal de Vivienda (FHA) puede ser una alternativa viable a considerar.



En Santa Fe Community Housing Trust, creemos que todos merecen un lugar al que llamar hogar. Un lugar que brinde comodidad, seguridad y alegría.

PARA MAS INFORMACION



6005 Jaguar Drive, Ste 101
Santa Fe, New Mexico

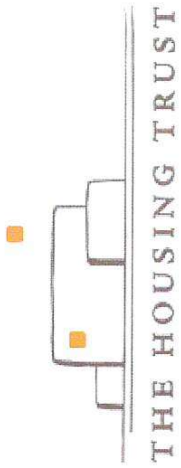


505-989-3960



info@housingtrustonline.org

"Un grupo increíble de personas con las que trabajar. Nos dieron información útil y pudimos llamar con preguntas y siempre están felices de ayudar."



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Acerca de

Listados de Viviendas

English

¡Noticias emocionantes!

Estamos encantados de anunciar nuestra nueva asociación con el Condado de Los Álamos para proporcionar oportunidades de vivienda asequible. Desde educación para compradores de vivienda hasta asistencia hipotecaria, Santa Fe Housing Trust está aquí para hacer realidad la propiedad de vivienda para más residentes. Descargue su solicitud para Los Álamos [aquí](#).

Programa de ayuda para la compra de vivienda

El Programa de Asistencia a Compradores de Vivienda, gestionado por The Housing Trust en virtud de un contrato con el Condado de Los Álamos, ayuda a los hogares que reúnen los requisitos de ingresos a alcanzar la propiedad de una vivienda. Este programa proporciona ayuda para el pago inicial a través de un préstamo subvencionado, haciendo más accesible la compra de una vivienda. Propiedad de vivienda asequible - La asistencia garantiza que las familias puedan conseguir una vivienda dentro de sus posibilidades. Financiado por el Condado de Los Álamos - El compromiso de crear más oportunidades de vivienda para los residentes locales y los recién llegados. Descargue la solicitud [aquí](#).

Programa de renovación de viviendas

El Programa de Renovación de Viviendas (HRP) ayuda a los propietarios con ingresos suficientes a mejorar la seguridad, comodidad y habitabilidad de sus viviendas. Mejoras esenciales en el hogar - Invertir en mejoras sustanciales en lugar de arreglos temporales. Aumenta el valor de la vivienda y del vecindario - Aumenta la estabilidad a largo plazo para los propietarios y la comunidad. Con el apoyo del Condado de Los Álamos, estos programas proporcionan soluciones duraderas de vivienda para los residentes que más lo necesitan. Descargue la solicitud [aquí](#).

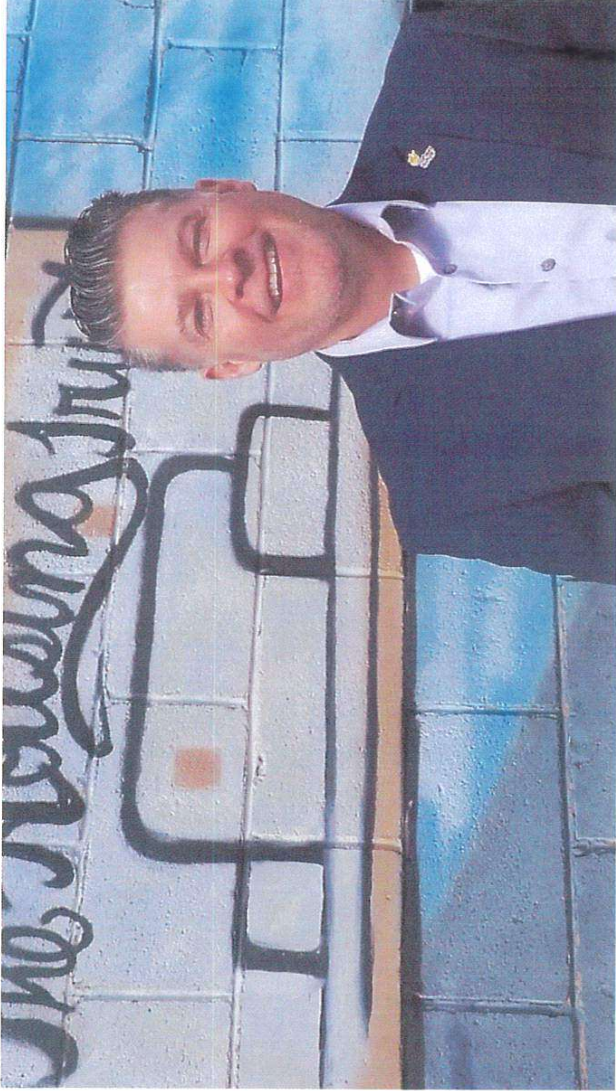


LOS ALAMOS

Estamos orgullosos de ofrecer un conjunto completo de herramientas de educación financiera interactivas y gratuitas para ayudar a las personas y a las familias a tomar el control de sus finanzas. Haga clic en el botón de abajo para acceder a estos valiosos recursos, generosamente proporcionados por Washington Federal Bank. ¡También nos gustaría extender nuestro más sincero agradecimiento a Washington Federal por su generoso apoyo y asociación en la concesión de The Housing Trust una subvención de \$ 10,000!



Santa Fe Community Housing Trust (SFCHT) es una organización de desarrollo comunitario que ayuda a los residentes con bajos ingresos de la zona de Santa Fe a acceder a capital, formación económica y vivienda asequible para que puedan mejorar su calidad de vida y ser más autosuficientes económicamente.



"Un grupo de gente increíble con la que trabajar. Nos dieron información útil y pudimos llamar (y todavía llamar y enviar correos electrónicos de vez en cuando) con preguntas y siempre están encantados de ayudar. Trabajamos con Ron y no puedo decir lo suficiente sobre él!"



**CONOZCA A NUESTRO PERSONAL:
Sus socios en la compra de vivienda**

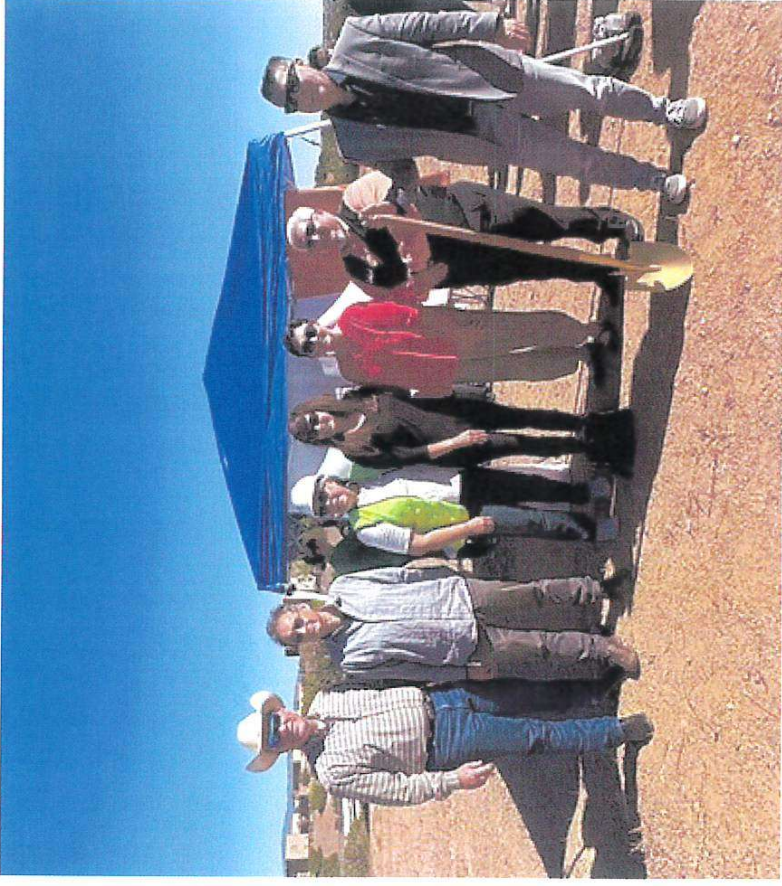
Creemos que el camino hacia la propiedad de una vivienda debe ser tan acogedor como la casa que desea comprar. Nuestro equipo está formado por profesionales experimentados que no sólo son expertos en sus campos, sino también apasionados de hacer una diferencia en la comunidad.

[¡Conoce al Equipo!](#)

¡CONOZCA A NUESTRA JUNTA DIRECTIVA! Guiando su viaje de compra de vivienda

Nuestra misión está guiada por nuestro distinguido Junta Directiva. Estas dedicadas personas desempeñan un papel crucial en la dirección de nuestra organización hacia sus objetivos, garantizando que sigamos centrados en servir a la comunidad y proporcionar el mejor apoyo posible a nuestros clientes.

[Conozca a nuestra Junta Directiva](#)



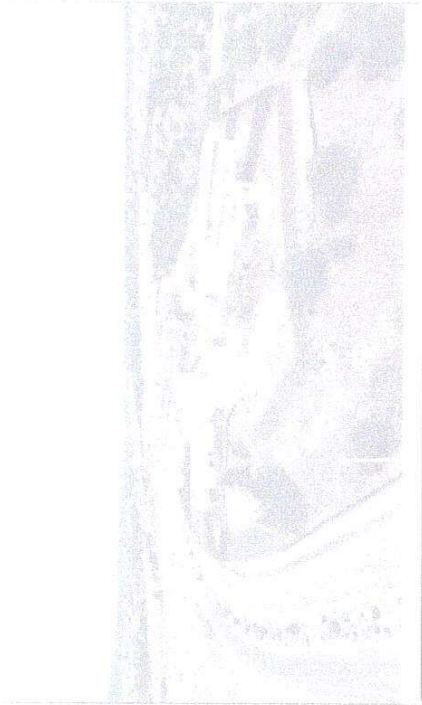
Comprender la compra de una vivienda: ¡Nuevos vídeos educativos disponibles!

Nos complace anunciar el lanzamiento de nuevos vídeos educativos diseñados para ayudarle a navegar por el proceso de compra de vivienda con facilidad. Comprar una casa nueva puede ser abrumador, pero nuestro objetivo es que sea lo más claro y sencillo posible. Haga clic [aquí](#) para ver nuestro catálogo completo de vídeos.

ARROYO OESTE

Escondido en medio del pintoresco telón de fondo de Santa Fe y en las proximidades de Swan Park, Arroyo Oeste emerge como un faro de esperanza, calidad y asequibilidad. En una asociación celebrada con Arete Homes de Santa Fe, estamos encantados de presentar este desarrollo de la vivienda.

¡Fase I está vendido! Fase II se pondrá en marcha en breve.



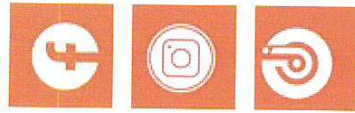


En Santa Fe Housing Trust, creemos que una casa es algo más que un techo sobre la cabeza, es una puerta de entrada a una vida próspera. Es por eso que estamos comprometidos no sólo a proporcionar viviendas asequibles, sino también a conectar a nuestros residentes con recursos vitales.

Haga clic [aquí](#) (Inglés) [aquí](#) (Español) para nuestra lista de recursos de la comunidad.

VIVIENDA ASEQUIBLE

¡Aceptamos efectivo, cheques y las principales
tarjetas de crédito!



ATTACHMENT G (2) – INVESTMENT IMPACT METRICS & BUDGET SUMMARY

Instructions: Complete the section below according to the Tier for which you are applying. All financial figures must be current at the time of submittal and should reflect total costs including overhead and profit.

1. Investment Impact Metrics

Tier 1 – Development & Preservation

- **Number of housing units (new or rehabbed):** _____
- **AHTF dollars per unit (AHTF ÷ Units):** \$ _____

Tier 2 – Housing Support & Stability

- **Number of households served:** 8
- **AHTF dollars per household (AHTF ÷ Households):** \$25,000.00

2. Requested AHTF Fund Uses

Please list the major cost categories for which AHTF funds will be used. Include estimated amounts for each.

Category	Brief Summary	Dollar Amount
Operating Costs	Pass through funds for DPA to Clients	<u>\$200,000.00</u>
Administrative Costs	(e.g., salaries, contractors)	\$ _____
Construction Costs	(if applicable)	\$ _____
Equipment	(if applicable)	\$ _____

Total AHTF Request: \$200,000.00

Total Project/Program Budget: \$716,000.00

3. Other Funding Sources

Please list all other secured or pending funding sources that contribute to your total project/program budget.

Funding Source	Status (Secured/Pending)	Amount
CDBG	Secured	\$216,000.00
SFCHT	Secured	\$80,000.00
Operating Funds		
RCAC	Pending	\$5,000.00
SFCHT Board		
Approved DPA	Secured	\$500,000.00
Funds		

4. Matching Funds Requirement

Applicants must demonstrate a minimum 3:1 leverage ratio to be eligible.

Leverage Ratio Formula: (Total Project Budget – AHTF Request) ÷ AHTF Request

Calculated Leverage Ratio: 3:1

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: SANTA FE COMMUNITY HOUSING TRUST
DBA: SANTA FE COMMUNITY HOUSING TRUST
PO BOX 713
SANTA FE, NM 87504-0713

Expires: **11-Sep-2027**

Certificate Number:

L1385322864



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



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 Trust
DBA: Santa Fe Community Housing Trust

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

Owner: Santa Fe Community Housing Trust

License Number: 237083

Issued Date: April 14, 2025

Expiration Date: April 14, 2026

Description: Santa Fe Community Housing Trust

CRS Number: 02-171649-00-8

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

Santa Fe Community Housing Trust

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

**The City of Santa Fe, Central Purchasing Division
AND
Office of Affordable Housing**

REQUEST FOR PROPOSALS (RFP)

Application for Community Development Block Grant (CDBG)



RFP# 25102

ISSUE DATE: January 17, 2025

DUE DATE: February 14, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish contracts through competitive negotiations for housing, public facility, and public services projects that are eligible for **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)** funds. The objective of the City’s use of these funds is to support and expand housing and economic opportunities for people with incomes less than 80% of the **area median income (AMI)** as defined by the **Department of Housing and Urban Development (HUD)**.

B. BACKGROUND INFORMATION

The CDBG Program is funded through the U.S. Department of Housing and Urban Development (HUD) and provides an allocation of funds to local and state governments for a wide range of eligible housing and community development activities. The stated purpose of the program is:

“The development of viable urban communities, by providing decent housing and suitable living environments and expanding economic opportunities, principally for persons of low and moderate income.”

CDBG funds are allocated each year to cities with populations of more than 50,000 and urban counties with populations of more than 200,000. The City of Santa Fe is an “entitlement city” for the CDBG program, which means it automatically receives an annual grant from HUD based on a formula that takes into consideration community needs and other factors. These include: the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

Although Santa Fe must administer the use of CDBG funds in accordance with specific federal regulations, the Santa Fe City Council determines how to use the grant money according to the City’s Consolidated Plan priorities and other local needs. In Santa Fe, the CDBG funds are dispersed on a competitive basis to agencies/projects selected by the Santa Fe Community Development Commission (CDC) and approved by the City Council.

The City reserves the right to award contracts in full, by portions, or grouped as deemed in the best interest of the City. Funding is subject to current and future CDBG grant allocations and budget appropriations approved by the City’s Governing Body. No guarantee is made or implied by the City for the amount allocated to this RFP. The commitment of funds will result in contract(s)

Successful applicants that receive a CDBG award must fulfill the objectives of the program by carrying out eligible activities that benefit low and moderate income (LMI) residents, including but not limited to, persons

who are homeless, persons who have disabilities, the elderly, and other special needs groups. Although not required, the agencies are also encouraged to find other funding sources to help leverage the CDBG funds.

Prior to submitting a proposal, each proposed offeror must meet eligibility under the CDBG program regulations and meets one of the National Objectives as defined by HUD. Information on eligibility and National Objectives must be used to classify each project requesting funding and to determine if it can be considered for funding. ***Any program that does not clearly meet a National Objective and is not an Eligible Activity will not be accepted.*** For more specific information on the eligibility of uses for CDBG funds, see [24 CFR 570.201](#). Ineligible activities are described in [24 CFR 570.207](#).

C. SCOPE OF PROCUREMENT

The authorizing statute of the CDBG program requires that each eligible activity except program administration and planning activities must meet one of the three National Objectives:

- 1) Benefit low and moderate income (LMI persons or households;
- 2) Eliminate slum and blight; or
- 3) Address an urgent community need that threatens the health or welfare of residents.

For more specific information on the definitions of the National Objectives, see the CDBG program regulations at [24 CFR 570.208\(b\)](#).

For the FY 2025-26 year, an allocation of approximately \$600,000 is anticipated to be made available from the grant award. Depending on the proposals, this allocation will be distributed how the city sees best fit to the proposals that would most benefit the city. The Proposals will be reviewed, and funding recommendations will be made by the City's CDC, according to the program acceptance criteria described on attachment K. The applicant must demonstrate how the proposed activity meets the eligibility requirements under the CDBG program, as well as the City's priorities of preventing homelessness, ending homelessness, and/or stabilizing the housing situations of those who are at risk of losing their housing and/or being displaced from Santa Fe. The intent for the use of these funds is to serve the entire spectrum of housing needs including those who are currently experiencing homelessness, renters, homebuyers, and homeowners.

The Evaluation Committee, The CDC will rely on the following criteria to make funding recommendations to the Governing Body. Until HUD announces the final amount of the City's entitlement grant, the amounts are estimated and may change slightly during the contract approval process.

- **Funding:** the proposed project budget is realistic, funds are leveraged at a 1:1 ratio from other sources (for every \$1 of CDBG, \$1 is from other sources), revenue is sufficient to accomplish the proposed project and matching funds are secured.
- **Need/Benefit and Project Feasibility:** the proposed project addresses underlying/systemic challenges in the community, is responsive to current/future market demand, and the applicant demonstrates feasibility through site control, if applicable, and provides a realistic timeframe for the completion of proposed activities.

- Organizational Capability and Management: the applicant adequately describes its organizational experience, expertise in the proposed type(s) of housing or assistance and demonstrates financial soundness and/or experience with federal awards.

ELIGIBLE ACTIVITIES, APPLICANTS AND USES OF FUNDS

The CDBG regulations require that grantees expend not less than 70% of their annual CDBG grant fund for activities that benefit LMI persons. This is one of the key factors in selection of eligible activities. The determination of LMI is based on a percentage of the area's Average Median Income (AMI). Specifically, the eligibility threshold is less than 80% of the current AMI. **Current data can be found at this link:**

[SFHP_Pricing_2024-REVISED-6.3.24.pdf](#)

The annual income must be verified for a person, family or household only for **direct benefit** activities such as homeownership assistance, home improvement, or receipt of public service. Income verification of the eligibility of individual persons, families or households is **not** needed for the following national objectives: area benefit, presumed limited clientele, slum/blight, or urgent need. According to HUD, presumed limited clientele include abused children, battered spouses, severely disabled adults, homeless persons, illiterate adults, persons with AIDS, migrant farm workers and the elderly.

ELIGIBLE ACTIVITIES

Some Eligible Activities that can be funded by CDBG include but are not limited to the following. (The complete list is in 24 CFR Part 570.201).

1. Housing Activities

- Assist existing homeowners with the repair, rehabilitation or reconstruction of owner-occupied units. Financial assistance through loans or grants are made for emergency repair programs, spot rehabilitation, or full house rehabilitation for existing homes. Special purpose programs include improving the energy efficiency of a home, handicap accessibility, emergency repairs and weatherization.
- a. Direct assistance to facilitate and expand LMI homeownership by subsidizing interest rates and mortgage principal amounts, financing the cost of acquiring property, pay all or part of the premium on behalf of the homebuyer mortgage insurance, pay any or all the reasonable closing costs associated with the home purchase and pay up to 50% of the down payment required by mortgagee;
- b. Assistance to rehabilitate privately owned residential buildings and improvements; low-income public housing and residential buildings; publicly and privately owned commercial or industrial buildings for exterior improvements and code violations; non-profit owned nonresidential buildings and improvements; and manufactured housing, when considered part of the permanent housing stock;
- c. Acquisition of property for an eligible rental or homeownership housing project;
- d. Conversion of a closed building from one use to residential such as a closed school;

- e. Activities to prevent the abandonment and deterioration of housing acquired through tax foreclosure including making essential repairs to the housing and paying operating expenses to maintain its habitability.

2. Real Property

- . Acquisition of Real Property, by purchase, long term lease, donation or otherwise, for the purposes of providing affordable housing, public services, or a public facility.
- a. Disposing of real property refers to the sale, lease and donation of real property. Costs related to the sale, lease, or donation of real property acquired with CDBG funds are CDBG-eligible;
- b. Lead Based Paint Hazard Evaluation and Reduction. The costs associated with the evaluation and reduction of lead-based paint hazards as either its own activity or as part of a rehabilitation activity;
- c. Historic Preservation. The preservation and restoration of publicly and privately owned properties of historic significance are generally eligible under CDBG;
- d. Renovation of Closed Buildings for the use as an eligible public facility as well as both residential and commercial facilities.
- e. Energy Efficiency Activities such as weatherizing a home or apartment complex, finance energy efficient rehabilitation work and install wind and solar equipment;
- f. Handicapped Accessibility. Removal of material and architectural barriers that restrict the mobility or accessibility of elderly or handicapped persons.

3. Public Facilities and Public Improvements (defined as all facilities and improvements that are publicly owned or are owned by a non-profit and open to the public during normal working hours)

- . Acquisition, construction, reconstruction, rehabilitation or installation of public facilities, except buildings for general conduct of government. Activities may include design features that promote energy efficiency and architectural design features and treatments intended to enhance aesthetic quality of facilities. Examples of public facilities include: homeless facilities, senior centers, childcare centers, facilities for AIDS patients, parks and recreational facilities, neighborhood facilities, and Health facilities. (For a complete list refer to 24 CFR 570.201(c));
- a. Public Improvements such as installation, construction and rehabilitation of infrastructure (water/sewer lines, streets and sidewalks). CDBG funds cannot be used for maintenance of these facilities and improvements. This category generally also does not include operating costs

4. Public Service Activities (subject to 15% cap).

Provision of public services that stabilize housing situations, prevent or end homelessness, and support sustainable homeownership are the main priorities for the City's CDBG funding. If the applicant is applying for CDBG funding for the first time, the proposed services must be a new or quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf. This means that the applicant must show an increased deliverable, such as persons or households served. The CDBG program restricts the amount of funding for public services to no more than 15% of the annual grant award. Therefore, public service projects are highly competitive for any given grant year.

5. Other Types of Assistance

- a. Relocation payments and assistance to displaced persons;
- b. Payment to housing owners for losses of rental income incurred in holding units for persons displaced;
- c. Provision of fair housing counseling services and activities

6. Ineligible Activities

- a. Buildings used for general conduct of government;
- b. General government expenses;
- c. Political activities;
- d. Purchase of construction equipment; purchase of furnishings and personal property, unless part of a public service activity or necessary for use by city in the administration of the program;
- e. Repair, operation and maintenance of public facilities, improvements and services, except expenses associated with eligible public service activities, interim assistance and office space for CDBG program staff;
- f. New housing construction, except under special provisions.

POST-AWARD REQUIREMENTS FOR SUBRECIPIENTS

A Subrecipient is an agency or organization that is provided CDBG funds by the City of Santa Fe for their use in carrying out approved eligible activities. Subrecipients may include:

- Public or Private Non-Profit Agency, Authority or Organization;
- For-Profit entities who provide assistance specifically to microenterprises;
- Institutions of Higher Learning.

NOTE: A subrecipient differs from a contractor. A contractor is selected through a competitive procurement process and is paid CDBG funds by the grantee in compensation for specific services, such as construction or remodeling improvements. The subrecipient is subject to the same administrative requirements as those for the City of Santa Fe. These requirements are generally not applicable to contractors.

After an award of CDBG funds, the Subrecipient is accountable to the City of Santa Fe for administrative and other responsibilities, including but not limited to, compliance with the CDBG program requirements at 24 CFR Part 570 and the Uniform Administrative and Financial Management Requirements for Federal Awards at 2 CFR 200. Subrecipients may also use fiscal agents who assist with program management, financial reporting and all contract requirements as per the City of Santa Fe’s procurement rules. If using a fiscal agent:

- Fiscal agent fees shall not exceed 12%.
- All official documents and signatures must be those of the fiscal sponsor.

1. Registration in SAM (System of Award Management).

- a. Any subrecipient, contractor or vendor that receives federal funds must register in SAM.Gov. Please note that SAM.Gov now issues a Unique Entity Identifier (UEI) that has replaced the DUNS Number that was previously used. Registration in SAM (System of Award Management).

If not already registered, the applicant must register in the system to receive a Unique Identifier Number (UEI) here: www.sam.gov.

- b. The City will check all applicant EUJ numbers for federal debarment. An application will be rejected if the applicant agency is debarred or its status is not current.

2. **Contractual Requirements.**

- a. The subrecipient shall enter one or more contracts with the City of Santa Fe. Contracts shall be consistent with the required provisions for the CDBG program and subject to the review by HUD and other authorities. All contracts shall include remedies and default provisions in the event of the unsatisfactory performance by the subrecipient. Other contracting requirements include:
 - b. Performance Schedule and Criteria. The subrecipient shall be required to abide by a reasonable performance schedule and performance criteria which the City of Santa Fe in its discretion, may establish;
 - c. Cost Reimbursement Contracts. Payment to a Subrecipient shall be made under a cost reimbursable contract provision. Payments shall be made upon the City of Santa Fe's receipt of certified and documented invoices for actual expenditures allowable under the terms of all contracts executed between the subrecipient and the City of Santa Fe.
 - d. Rate at which Costs Incurred. Under unit cost or cost reimbursable contracts, it is anticipated that costs will be incurred by the Subrecipient at an approximate level rate during the term of any agreement between the Subrecipient and the City of Santa Fe. If the City of Santa Fe determines that the Subrecipient is underspending or overspending, then the City of Santa Fe may reduce the budget and/or exercise such other budgetary fiscal controls it deems appropriate.
 - e. Invoices. Subrecipients shall not submit invoices more than once a month, unless written approval is obtained in advance from the City of Santa Fe. Failure to submit invoices within twenty (20) days of the close of the month for which payment is sought may result in the non-availability of funds for reimbursement.
 - f. Cost Eligibility. All Subrecipients are subject to the federal cost principles and audit requirements applicable to 2 CFR Part 200, Subpart E:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

3. Federal Standard Provisions. All CDBG awards made by the city are also subject to additional federal standards related to financial management, procurement, civil rights, handicap accessibility, equal employment, and record-keeping requirements including but not limited to:

- Environmental Review
- Labor Standards ("Davis Bacon")
- Fair Housing and Equal Opportunity
- Section 3 – Economic Opportunities
- Section 504 of the Rehabilitation Act
- Purchasing standards
- Acquisition and relocation regulations

- Lead Safe Housing Rule
- Avoiding conflicts of interest
- Uniform Administrative requirements such as Cost Principles, Standards for Financial Management Systems, and Audit requirements
- Change in Use Requirements
- Uniform Relocation Act

The City’s contract for CDBG funding will include the applicable federal standards for each activity selected for award.

4. Record-keeping, reporting, monitoring and performance measurement. Subrecipients are required to collect and maintain documentation of their compliance with CDBG requirements and information on the beneficiaries of the CDBG-funded activity. Every quarter, the Subrecipient will submit to the City a report on program accomplishments. The City will provide oversight of the CDBG award and monitor the subrecipient’s funded activity annually, using the scope of work within the Subrecipient’s Agreement in part to evaluate performance. This process will also include examination of records and a virtual site visit, which will be held in-person when allowed under social distancing guidelines.

This RFP may result in awards to multiple vendors. Each award will result in a separate, exclusive contract between the City and the respective vendor, and the use of each contract will be restricted solely to those two parties.

D. PROCUREMENT MANAGER

Community Engagement has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Rocio M. Gosende, Procurement Manager
 123 E. Marcy Street, Suite 205
 Santa Fe, NM 87501

Telephone: (505) 955-6574

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Division at the following emails:

Procurement Manager: rmgosende@santafenm.gov
 Central Purchasing Division: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals’ due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. **PROPOSAL SUBMISSION** *Submissions of all proposals must be accomplished via upload:*
<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:



G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

Other relevant links:

- Eligibility of uses for CDBG funds: [24 CFR 570.201](#).
- Ineligible activities for CDBG funds: [24 CFR 570.207](#).
- CDBG program regulations: [24 CFR 570.208\(b\)](#).
- CDBG Data: [SFHP_Pricing_2024-REVISED-6.3.24.pdf](#)
- Code of Federal Regulations: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City’s Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates	Times (in Mountain)
Issue RFP	Central Purchasing Division	January 17, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	January 27, 2025	10:00am-11:30am
Deadline for Written Questions	Potential Offerors	January 31, 2025	5:00 PM
Response to Written Question	Procurement Manager	February 7, 2025	
Proposals Due Date	Offerors	February 14, 2025	3:00 PM
*Rating Meeting	Evaluation Committee	February 17, 2025	
*Interviews	Potential Offerors/Evaluation Committee	February 18, 2025	
*Identification of Potential Best-Valued Offeror(s)	Evaluation Committee & CDC	February 19, 2025	
*First Clarification Meeting (Presentations) & Final Clarification meeting (AKA Executive Session)	Evaluation Committee/CDC/Finalist Offeror(s)	March 5, 2025	First: 8:30am-2:00pm Final: 2:15pm-5:00pm
*Best and Final Offers	Offerors/CDC/Evaluation Committee	March 28 2025	
*Governing Body Approval	Governing Body	April 30 2025	
*Agreement Award(s)	Requesting Department	May 28 2025	

* Dates indicated after “Proposals Due Date” through “Agreement award” are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events., above.

The City reserves the right to:

1. Change or extend the Proposals Due Date.
2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

1. Issue RFP

This RFP is being issued on behalf of The City of Santa Fe Affordable Housing Division on the date indicated in the Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, beginning at 10:00 AM MST/MDT via Microsoft Teams: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWQwZWJiZTctYTU0Mi00M2IzLWl0MzItOGQ4ZjEwNzU5ZDg5%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting. The meeting will be split into two parts: one part explaining about the program and another part explaining the submission process.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal. An archived recording of this information session will be made available on the City's website, https://www.santafenm.gov/funding_opportunities, along with a procurement library that contains links to useful resources. If an applicant is unable to attend the live session, they are recommended to watch the recording.

3. Deadline for Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the Central Purchasing Division and the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Responses to Written Questions

Responses to the written questions will be provided on Bid Central, on or before the date indicated in the Sequence of Events and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to Bid Central.

5. Proposals Due Date

Only **electronic** proposal submission is allowed.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION VIA UPLOAD

Proposals must be submitted electronically through the link in the response format and organization section. Proposals submitted by facsimile will not be accepted.

Bid Central will keep a log of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the agreement(s) is/are awarded pursuant to this Request for Proposals. Awarded in this context means approved by the City's Governing Body and subsequently signed by the City Mayor.

Extension for submitting a proposal will not be accepted for this project initiative.

6. Interviews

The city may shortlist (if necessary) the Offerors. The shortlisted Offerors may be required to participate in interviews to evaluate expertise. Offerors will be required to participate in an interview to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be present (standby) to clarify Pricing Proposal if requested.

7. Identification of Potential Best-Valued Offeror(s)

All proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Division or/and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in this RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, Section 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

8. First Clarification Meeting

The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

9. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

10. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting a BAFO per the Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

11. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the agreement, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all - agreements presented to the Governing Body.

12. Agreement Awards

After approval of the Evaluation Committee Report, agreement

resulting from this RFP will be finalized with the most advantageous Offeror(s), based on the evaluation factors outlined in this RFP. The most advantageous proposal may not necessarily be the one with the highest score. If mutually agreeable terms cannot be reached with the apparent most advantageous Offeror within the specified timeframe, the City of Santa Fe reserves the right to finalize a contract with the next most advantageous Offeror without initiating a new procurement process.

Upon finalization and receipt of a signed agreement, the Department will proceed with the award as outlined in the Sequence of Events or as soon as possible thereafter. Awards are subject to appropriate Department and City Manager/Governing Body approval. The subrecipient must not commence work until the Department issues a Purchase Order (PO).

13. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of agreements) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and

address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS



III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. Each proposal will have one primary project option. Additional opportunities in support of the primary project can be included in the Value-Added Plan of the proposal. During the clarification phase, the offeror will go into more detail on the options and the city will determine which options that the city would like to accept.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Offerors must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Main portion and cost portion of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Public Proposal," "Confidential Proposal," or "Cost Proposal," on the front page of each upload.

ELECTRONIC proposal submissions must be fully submitted on:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx> by the submission deadline listed in the Sequence of Events submissions cannot be password protected and **must be in PDF format. *The Offeror **must** ensure to allow adequate time for large PDF files (uploads/attachments) to fully complete the proposal response by the deadline, date, and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

LATE PROPOSALS MAY NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of the **Response Format and Organization** section may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration & Checklist	Required
Attachment B	Campaign Contribution Disclosure Form	Pass/Fail
Attachment C	Conflict of Interest	Required
Attachment D	Non-Collusion Affidavit	Required
Attachment E	Key Personnel Proposal Form	Pass/Fail
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Pass/Fail
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Pass/Fail

IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee’s evaluation of the offeror’s understanding of the objectives of this project. The Pre-Proposal Meeting will be important for Offerors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the criteria listed below. These points have been evaluated as critical qualifications to the success of the project

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview	25

A. DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

- a) **Proposal Cover Page, Declaration and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration and Checklist (Attachment A).
- b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant agreement.
- c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F must be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information regarding the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.
- d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).
 - i. Purpose of PC Submittal
 1. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
 2. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.
 - ii. PC Submittal Format Requirements
 1. PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
 2. A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
 3. Failure to comply with any of the PC format requirements may result in disqualification.
 4. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
 5. References used in the PC submittal must be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.
 - iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the City's specific needs. It should summarize the metrics that show the offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated

with technical capabilities listed in the SC/LE plan must be included in the proposed base project cost (see Attachments F and G1).

- iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) must NOT be included in the proposed base Cost (see Attachment F).
- v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).
- e) Interviews – The city may shortlist (if necessary) the top-rated Offerors. The shortlisted Offerors will be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested
- f) Federal Funding – Due to federal funding for the resultant agreements, local preferences cannot be applied to this procurement. All qualified offerors will be evaluated equally.

B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

- a) Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the agreement. If the justification is clear to the Evaluation Committee, they will move into the clarification period.
- b) Selection Check: Before the agreement is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

C. CLARIFICATION

The potential best value Offeror(s) will be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offeror(s) an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Weekly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

D. AWARD

The City will notify each offeror in writing of the City's decision.

- a) The City reserves the right to reject any or all proposals and to award more than one offeror and to an offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.
- b) The City at its sole discretion may decide to take no procurement action because of the RFP and/or may re-issue all or portions of the RFP.
- c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered agreement obligations. Any new or unique requirements because of the RFP response can be added or amended, at the City's sole option, to the existing agreements. Obligations of confidentiality will be an important condition of any resulting agreement arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence during the evaluation process.

All Offerors' performance will be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration & Checklist
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit
Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Weekly Risk Reporting System Guide
Attachment K	Program Acceptance Criteria
Attachment L	Draft Agreement

3. Use of subcontractors (Select one):

No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant agreement

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant agreement (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP; and
 - I acknowledge receipt of all amendments to this RFP, if any.

_____, 20____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective subrecipient subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective subrecipient to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the subrecipient signs the agreement if the aggregate total of contributions given by the prospective subrecipient or a family member or representative of the prospective subrecipient to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective subrecipient submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective subrecipient or a family member or representative of the prospective shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase agreement.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section [13-1-181](#) or a agreement that is executed may be ratified or terminated pursuant to Section NMSA 1978, Section [13-1-182](#) if a prospective subrecipient fails to submit a fully completed disclosure statement pursuant to this section; or a prospective subrecipient or family member or representative of the prospective subrecipient gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective subrecipient.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE Subrecipient WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the agreement for which the prospective subrecipient is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase agreement contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money. or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without

compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective subrecipient, if the prospective subrecipient is a natural person; or (b) an owner of a prospective subrecipient

“Pendency of the procurement process” means the time between the public notice of the RFP and ending with the award of the agreement or the cancellation of the RFP.

“Prospective Subrecipient” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Section [13-1-28](#) through [13-1-199](#)] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase agreement

“Representative of a prospective subrecipient means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective subrecipient

Name(s) of Applicable Public Official(s) if any: _____

Alan Webber, Mayor
Councilor Signe I. Lindell, District 1, Pro Tem
Councilor Alma Castro, District 1
Councilor Carol Romero-Wirth, District 2
Councilor Michael Garcia, District 2
Councilor Lee Garcia, District 3
Councilor Pilar F.H. Faulkner, District 3
Councilor Amanda Chavez, District 4
Councilor Jamie Cassutt, District 4

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE subrecipient

Contribution Made By: _____

Relation to Prospective subrecipient: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City agreement and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to each key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the recipient and known key personnel needs to describe the conflict.

The recipient agrees that, if after award, an organizational conflict of interest is discovered, the recipient makes an immediate and full written disclosure to the City that includes a description of the action that the recipient has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the agreement for the Project. If the recipient was aware of an organizational conflict of interest prior to the award of the agreement and did not disclose the conflict to the City, the City may terminate the agreement for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Community Development Block Grant (CDBG) For the duration of this firm's involvement in the CDBG agreement, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the CDBG . agreement

I certify that this firm will keep all recipient agreement information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the recipient agreement . I understand that if this firm leaves this CDBG agreement before it ends, this firm must keep all agreement information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the CDBG agreement information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately if I or another person within this organization either learn or have reason to believe that any person who has access to the agreement confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process, or the agreement may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Project Initiative/Title: _____

Total Cost Proposal: _____

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods. Costs not listed in your proposal cannot be billed/invoiced if you are awarded.

1. A cost breakout by ten project milestones.
2. A cost breakout by project area (Labor, Materials and Overhead)
 - a. Equipment should be included in labor

#	Milestone	Cost
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$

Total Cost \$

#	Project Area	Cost
1	Labor (# of Work hours)	\$ ()
2	Materials	\$
3	Overhead	\$

Total Cost \$

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 4-page PC Submittal limit. Failing to answer or answering “No” to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 4 pages or less (2 page maximum per document)? Yes No

2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? Yes No

3. Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? Yes No

4. Do you understand that the contents of PC Submittal will become part of the Agreement? Yes No

5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? Yes No

ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. The Offeror **may not change prefilled information (except for instructions) or exceed the 2-page limit for this section.** The first page will contain the scope description of what they are proposing on the second page the Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other offerors. Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

Scope Description:

This section will be used for the offeror to describe what they are proposing. We suggest making it brief, and simple so the committee understands what the proposal is. This section is not to go into all the details of the proposal but to give a high-level summary for the selection committee.

***Note: the instructions above may be deleted from this form.**

Requirement	City of Santa Fe	Offeror's Project Performance	Ref #
# of years' experience with Low-Moderate Income (LMI) persons	1		
# of LMI persons projects	1		
Average Budget (\$)	\$600K		
Average Duration (months)	18 months		
Average # of LMI impacted	N/A		
Average Customer Satisfaction	10/10		
Average Time Deviation (%)	0%		
Average Cost Deviation (%)	0%		

Additional Project Performance Criteria	Offeror's Project Performance	Ref #

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 2-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
0	Expand Project to impact 30% more Low-moderate income persons	25%	0	Increased cost by 25%	1
1					
2					
3					

ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List’s “Ref #” must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Client A	POC Name A	A@gmail.com	(###) ### - ####	\$ 1,800,000	1/1/2020 - 5/1/2020
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

- a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Offeror(s) and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Phase). If the Offeror provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award(s).
- b. The Clarification Phase is carried out prior to the signing of the contract. The City’s objective is to have the products/services maximized without any Offeror price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Weekly Risk Report to mitigate risk.
- c. It is the Offeror’s responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror’s responsibility to manage and mitigate the risk of their offering. It is the City’s responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.
- d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror’s scope of services in the Clarification Phase include:
 - i. Proposed detailed plan from beginning to end.
 - ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
 - iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
 - iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
 - v. If any risk is identified, the Offeror must ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
 - vi. A Weekly Risk Reporting System (WRRS, Attachment J), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a weekly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

- a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.

- b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:
 - i. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-Offerors, designer / AE, interested parties, etc.).
 - ii. Present the scope of services (schedule, cost, deliverables, etc.).
 - iii. Identify the City's responsibilities.
 - iv. Propose the Weekly Risk Report (WRR) format.
 - v. Field questions and concerns from City stakeholders.
 - vi. Listen to concerns, issues, and comments from the City stakeholders.
 - vii. Propose a schedule to finalize the Clarification Phase and the agreement documents.
- c. Once the First Clarification Meeting is held, and if the City is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
 - i. Revisit the site/buildings/campus to do any additional investigating.
 - ii. Coordinate with all parties that will be involved with the delivery of products/services.
 - iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
 - iv. Finalize the Clarification Document (agreement, WRR, payment schedule, scope of work).

3. CLARIFICATION DOCUMENT

The final Clarification Document will include the following:

- a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
- b. Finalized scope documents which include details on how the tasks will be completed.
- c. Description of the end deliverable in terms of simplified metrics.
- d. Detailed scope descriptions— A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
- e. Weekly Risk Report format (WRR)
- f. Project financial summary.
 - i. The Offeror's Original Price Proposal.
 - ii. A list of agreed/accepted Value-Added Options (with impact to price)
 - iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
 - iv. A Price Breakout and Payment Schedule.
- g. Project and emergency contact list.
- h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

4. FINAL CLARIFICATION MEETING

- a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

- b. The Offeror should give a presentation, which walks the City through the entire agreement period and summarizes all the coordination and planning done during the Clarification Phase. The Offeror should bring its team, and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the City is responsible for during the agreement period. The Offeror must convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the agreement along with the other documents from the Clarification Phase.

ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The Weekly Risk Reporting System (WRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The weekly report is an Excel file that must be submitted every week. The report is due every week once the agreement award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report must be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the weekly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the Offeror should not wait to submit the weekly risk report. The Offeror must contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the Offeror (and its team).

ATTACHMENT K – PROGRAM ACCEPTANCE CRITERIA

EVALUATION POINT SUMMARY FOR PRESENTATIONS

The City’s Community Development Commission (CDC) is designated to make the initial funding recommendation of Community Development Block Grant (CDBG). At its discretion, the City reserves the right to alter the membership and size of the committee. The CDC will be determining in the clarification meetings which projects will be accepted. They will be using these criteria to rate the projects.

PROGRAM CRITERIA	Weighted Value	Eval Points (1-5)	Total Points	Max. Score
Need/Benefit & Project Feasibility <ul style="list-style-type: none"> • Does the proposed use address a demonstrated need? • Is a special needs population served? • Compliance with local plans, priorities, codes • Demonstrates collaboration with other agencies, programs, etc. 	40%	_____	_____	200
Demonstrated Capability – Organizational Management <ul style="list-style-type: none"> • Staff/ Organizational experience • Expertise in type(s) of housing or service(s) proposed • Financial soundness 	35%	_____	_____	175
Funding Feasibility & Performance Measurement <ul style="list-style-type: none"> • Steps/phases to complete the activity are organized and well-articulated • Are performance measurements, outcomes and proposed outcomes well presented? Realistic? Well- supported in the application? 	25%	_____	_____	125
TOTAL:	100%			500
Evaluation Point Summary EVALUATION POINTS:		1 -- Lowest	5 – Highest	
CDBG Compliance Criteria (Check one)	Pass		Fail	
National Objective Compliance <ul style="list-style-type: none"> • Benefits low/moderate income persons/households? • Prevents slum/blight? • Serves a Low to Moderate Income (LMI) Area (i.e. Census Tract)? 				

Consolidated Plan Compliance Does the application demonstrate that it meets Consolidated Plan priorities?		
Budget <ul style="list-style-type: none"> • Is the proposed budget realistic? • Are other funding sources secured? • Is the \$1: \$1 leverage requirement met? 		
Note that to be considered for CDBG Funding, application must “pass” on all criteria		

ATTACHMENT L - DRAFT AGREEMENT

The draft included in this Attachment represents the agreement the City intends to use to make awards. The City of Santa Fe reserves the right to modify the draft prior to, or during, the award process, as necessary.

(Draft agreement attached as a separate document)










URGENT-GB-020-Santa Fe Community Housing Trust


Final Audit Report

2026-03-27


Created:	2026-03-27
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA87tc8yW91wPtySSaKyv6tbSJZCOJKM5P

"URGENT-GB-020-Santa Fe Community Housing Trust" History

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-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-03-27 - 5:28:18 PM GMT- IP address: 51.54.38.120
-  Email sent to csbrowning@santafenm.gov bounced and could not be delivered
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-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-03-27 - 6:20:42 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdllovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-03-27 - 6:20:48 PM GMT
-  Email sent to csbrowning@santafenm.gov bounced and could not be delivered
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2026-03-27 - 7:26:34 PM GMT- IP address: 104.28.85.135
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-03-27 - 8:53:21 PM GMT - Time Source: server- IP address: 174.240.24.235

 Document sent to ANDREA PHILLIPS (akphillips@santafenm.gov) and BRIAN MOYA (bjmoya@santafenm.gov) for signature. One of them to sign

2026-03-27 - 8:53:26 PM GMT

 Email sent to csbrowning@santafenm.gov bounced and could not be delivered

2026-03-27 - 8:53:31 PM GMT

 Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-03-27 - 8:53:31 PM GMT- IP address: 51.54.38.120

 Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2026-03-27 - 9:10:34 PM GMT- IP address: 104.47.65.254

 Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-03-27 - 10:13:42 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2026-03-27 - 10:13:42 PM GMT

Signature: *Roberta Catanach*

Email: RLCATANACH@SANTAFENM.GOV






URGENT-GB-020-Santa Fe Community Housing Trust

Final Audit Report

2026-03-27

Created:	2026-03-27
By:	ROBERTA CATANACH (RLCATANACH@SANTAFENM.GOV)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlcltIFio3A4aalJonqUaqy1cXIxxGU5u

"URGENT-GB-020-Santa Fe Community Housing Trust" History

-  Document created by ROBERTA CATANACH (RLCATANACH@SANTAFENM.GOV)
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-  Document emailed to ROBERTA CATANACH (RLCATANACH@SANTAFENM.GOV) for signature
2026-03-27 - 10:21:42 PM GMT
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2026-03-27 - 10:22:51 PM GMT - IP address: 104.47.65.254
-  Document e-signed by ROBERTA CATANACH (RLCATANACH@SANTAFENM.GOV)
Signature Date: 2026-03-27 - 10:23:18 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2026-03-27 - 10:23:18 PM GMT






City of Santa Fe New Mexico


Memorandum



DATE: March 27, 2026

TO: Michael Garcia, Mayor

VIA: Andrea Phillips, Acting Finance Director, 
ANDREA PHILLIPS (Mar 27, 2026 16:00:29 MDT)
 Heather Lamboy, Land Use Director 
 Faviola A. Chavez, Director, Office of Affordable Housing 
Faviola Chavez (Mar 27, 2026 15:58:19 MDT)

FROM: Roberta Catanach, Project Administrator 

ITEM AND ISSUE: Request for approval for the Community Development Block Grant (CDBG) Subrecipient Agreements in the total amount of \$633,475 from the 2025 Award. Additionally, requesting Budget Adjustment Resolution (BAR) in the amount of \$108,072.18 from CDBG Grant year 2023 and \$27,885.15 from Grant year 2024, for a total of \$769,432.33 for the Community Development Block Grant budget.

BACKGROUND AND SUMMARY: The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) 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.

Nine applications were submitted for CDBG funds. Six CDBG applications were deemed responsive and eligible for funding. Because the funding requests for CDBG far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Consolidated Plan. The City of Santa Fe received a CDBG-EN FY2025 formula allocation of \$633,475, of which 20% is set aside for program administration costs. There was a remaining of \$108,072.18 from CDBG Grant year 2023 and \$27,885.15 from Grant year 2024.

Grantee Requested Recommended Chainbreakers Collective \$200,000 \$0 Homewise 250,000 85,000 Interfaith 549,900 45,000 SF Civic Housing Authority 250,000 0 Sf Community Housing Trust 610,074 100,000 SF Habitat for Humanity 200,000 135,000 SFPS-Adelante 40,000 40,000 Youth Shelter 55,000 0 Youth Works 450,000 101,780 Total Admin 20% 126,695 126,695 \$2,731,669 \$633,47

Grantee	Requested	Recommended
Chainbreakers Collective	\$200,000	\$0
Homewise	250,000	85,000
Interfaith	549,900	45,000
SF Civic Housing Authority	250,000	0
Sf Community Housing Trust	610,074	100,000
SF Habitat for Humanity	200,000	135,000
SFPS-Adelante	40,000	40,000
Youth Shelter	55,000	0
Youth Works	450,000	101,780
<i>Total Admin 20%</i>	126,695	126,695
	\$2,731,669	\$633,475

PROCUREMENT METHOD: The procurement method is RFP #25102

FUNDING SOURCE: The funding source is: Fund Name/Number: Community Development/Fund 240 Munis Org Name/Number: Housing Community Development Programs/2402750 Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED: The Office of Affordable Housing respectfully requests your review and approval

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

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

DEPARTMENT / DIVISION NAME				DATE	
Community Development / Office of Affordable Housing				1/5/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>
Grants & Services	2402750	510400	AFH2624001 Homewise	85,000	
Grants & Services	2402750	510400	AFH2624002 Housing Trust	100,000	
Grants & Services	2402750	510400	AFH2624003 Interfaith	45,000	
Grants & Services	2402750	510400	AFH2624004 Habitat	134,926	
Grants & Services	2402750	510400	AFH2624005 Adelante	40,000	
Grants & Services	2402750	510400	AFH2624006 Youthworks SC JST	75,000	
REVENUES				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>
US Dept. Housing Urban Dev	2402750	490520			763,304
US Dept. Housing Urban Dev	2402750	490520		(153,549)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624001 Homewise	(85,000)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624002 Housing Trust	(100,000)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624003 Interfaith	(45,000)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624004 Habitat	(134,926)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624005 Adelante	(40,000)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624006 Youthworks SC JST	(75,000)	

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

The purpose of the BAR is to account for the amount awarded from the U.S. Department of Housing and Urban Development (HUD)	<i>(Complete section below if BAR results in a net change to ANY Fund)</i>								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Fund(s) Affected</th> <th style="width: 40%;">Fund Balance Increase/(Decrease)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">240</td> <td style="text-align: right;">(609,755)</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL:</td> </tr> <tr> <td></td> <td style="text-align: right;">(609,755)</td> </tr> </tbody> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)	240	(609,755)	TOTAL:			(609,755)
Fund(s) Affected	Fund Balance Increase/(Decrease)								
240	(609,755)								
TOTAL:									
	(609,755)								

Ruben Macias <i>Ruben Macias</i> <small>Ruben Macias (Feb 4, 2026 14:31:49 MST)</small> Prepared By (print name)	1/5/2026 Date	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>	Andy Hopkins <i>Andy Hopkins</i> Budget Officer	Feb 5, 2026 Date
Faviola Chavez <i>Faviola Chavez</i> <small>Faviola Chavez</small> Division Director Signature (optional)	Feb 4, 2026 Date	CITY COUNCIL APPROVAL City Council	Finance Director {≤ \$5,000}	Date
Brian Moya <i>BRIAN MOYA</i> Department Director Signature	Feb 4, 2026 Date	Approval Date	City Manager {≤ \$60,000}	Date



CITY OF SANTA FE

Memorandum

Date: 3/2/2026

To: Governing Body, Quality of Life Committee

From: Marci Eannarino, Manager of Legislation and Policy Innovation ME
Palmer Anderson, Policy Analyst PA
Christine Spiers, Legislative Coordinator CMS

Via: Marcos Martínez, Interim City Attorney MM

RE: Amending SFCC Section 23-6 to Remove Resolution Requirement for Alcohol Sales on City Property

EXECUTIVE SUMMARY:

The proposed Ordinance would remove the requirement for a resolution to approve the sale of alcoholic beverages on City of Santa Fe's ("City") property. Instead of requiring a resolution for each event, the bill proposes that prior to the Governing Body's approval, the City Clerk would review applications for sale and/or consumption of alcohol on City property and would make a written recommendation for approval specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, and the required permits and insurance. After the City Clerk's review of the applications and recommendation for approval of the event, the Governing Body's motion for approval would be recorded in the minutes of a regular Governing Body meeting. Lastly, the City Clerk's recommendation would take place at least thirty (30) days prior to the event.

ATTACHMENTS:

Bill
FIR

underscored material = new
[bracketed material] = delete

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-8

INTRODUCED BY:

Councilor Alma Castro

A BILL

AMENDING SECTION 23-6, SFCC 1987 TO REMOVE THE RESOLUTION REQUIREMENT FOR THE PURPOSE OF APPROVING SALES AND CONSUMPTION OF ALCOHOL AT PUBLIC EVENTS ON CITY PROPERTY AND REQUIRING THAT GOVERNING BODY APPROVAL BE RECORDED IN REGULAR GOVERNING BODY MINUTES UPON THE CITY CLERK'S RECOMMENDATION FOR APPROVAL.

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

Section 1. Section 23-6.2 of SFCC 1987 (being Ord. No. 2021-14, § 1, as amended) is amended to read:

23-6.2 – Permitted locations for the sale and consumption of alcohol on city property.

A. The sale or consumption of alcoholic beverages is permitted at the following locations on city property:

- (1) The Santa Fe Community Convention Center and adjacent outdoor spaces under the center's control;
- (2) That area of the Santa Fe Regional Airport main terminal building and adjacent areas operated as a restaurant;

- 1 (3) The Marty Sanchez links de Santa Fe (golf course);
- 2 (4) Buildings owned by another party located on land owned by the city;
- 3 (5) On land or buildings owned by the city, located within the Santa Fe Railyard, as
- 4 described in the Railyard Master Plan, for which the city has entered into a lease with
- 5 another party for six (6) months or more except for the Railyard Park, Plaza and Alameda
- 6 (as defined in the amended and restated Deed of Conservation Easement dated May 30,
- 7 2018) where alcohol is prohibited, unless specifically permitted under subsection 23-6.2
- 8 SFCC 1987;
- 9 (6) On land or buildings owned by the city for which the city has entered into a lease
- 10 with another party; and
- 11 (7) In or on railroad cars located on railroad tracks except as prohibited by state or
- 12 federal law; and
- 13 (8) During professional baseball games, the area of Fort Marcy ballpark designated
- 14 for concessions and seating;
- 15 (9) The governing body shall review the amendment to paragraph (6) above, removing
- 16 a six (6) month minimum lease duration, contained in Ordinance 2021-14, three (3) years
- 17 from the date of adoption.
- 18 B. The only alcohol sales and consumption permitted at Fort Marcy ballpark are beer
- 19 and wine.
- 20 C. Consistent with NMSA 1978, Section 60-6A-12, [F]the governing body may
- 21 approve by [~~resolution~~] motion, to be recorded in the minutes of a regular governing body
- 22 meeting, the sale and consumption of alcohol at all other locations on city property, except
- 23 within the plaza as defined by subsection 23-5.1(S). Such approval may be granted
- 24 following the city clerk's review of the applicant's relevant permits, licenses, and
- 25 insurance, and the city clerk's recommendation for approval. The [~~resolution~~] clerk's

1 written recommendation for approval shall specify[ing] the event, date, hours, location,
2 number of expected attendees, type of alcohol to be served, required permits, and
3 insurance. The governing body's approval shall [~~be adopted~~] occur at least thirty (30) days
4 in advance of the event. The [~~resolution~~] recommendation shall be limited to
5 authoriz[ation]e [~~for~~] a single event [~~-, unless otherwise stated in the resolution~~].

6 D. All other applicable approvals required by state or city laws and regulations shall
7 be obtained prior to the sale or consumption of alcoholic beverages on the property
8 described in this subsection 23-6.2.

9 [~~E. — As a response to the May 27, 2020, public health order issued by the New Mexico~~
10 ~~Department of Health allowing limited outdoor dining service for qualified restaurants, and~~
11 ~~to enhance physical distancing restrictions due to the COVID-19 pandemic, sale and~~
12 ~~consumption of alcohol on any city sidewalk, street, right of way, or other specified~~
13 ~~property that has been designated and approved for temporary use by a current liquor~~
14 ~~licensee may occur pursuant to the following limitations:~~

15 1. — ~~A licensed establishment shall obtain and maintain a general liability policy in the~~
16 ~~amount of one million dollars (\$1,000,000.00) and a liquor liability policy in the amount~~
17 ~~of two million dollars (\$2,000,000.00) and must name the city, officers, employees, and~~
18 ~~agents as additional insureds.~~

19 2. — ~~The licensed establishment must apply for and receive an obstruction permit from~~
20 ~~the city that includes the requirement to indemnify the city.~~

21 3. — ~~The licensed establishment must also obtain a temporary change/expansion of~~
22 ~~liquor license premises issued by the alcoholic beverage control division of the New~~
23 ~~Mexico Regulation and Licensing Department. Proof of the approved temporary~~
24 ~~change/expansion of liquor license premises must be produced upon request of police, fire,~~
25 ~~or other authorized city official.~~

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~~4. — The sale and consumption of alcoholic beverages on any city property allowed under this subsection shall be subject to the regulations concerning alcoholic beverages contained in SFCC Section 4-2, 1987.~~

~~5. — Unless extended by ordinance or resolution, any license or permit issued pursuant to this subsection shall expire on October 31, 2021.]~~

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

MICHAEL GARCIA, MAYOR

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

[Marcos Martinez \(Mar 3, 2026 14:28:09 MST\)](#)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/Amending Section 23-6 to Remove Resolution Requirement for Alcohol Sales on City Property

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Amending section 23-6 of Santa Fe City Code to Remove Resolution Requirement for sale of Alcohol on City Property


Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Attorney’s Office, City Clerk’s Office

Staff Completing FIR: Marci Eannarino, Manager of Legislation and Policy Innovation; Palmer Anderson, Policy Analyst; Christine Spiers, Legislative Coordinator

Date: 1/29/2026 Phone: (505) 955-6563

Reviewed by City Attorney:  Marcos Martinez (Mar 3, 2026 14:28:09 MST) Date: 03/03/2026

Reviewed by Finance Director:  ANDREA PHILLIPS (Mar 4, 2026 08:51:49 MST) Date: 03/04/2026

Summary:

The proposed Ordinance would remove the requirement for a resolution to approve the sale of alcoholic beverages on City of Santa Fe’s (“City”) property. Instead of requiring a resolution for each event on City property, the bill proposes that prior to the Governing Body’s approval, the City Clerk would review applications for sale and/or consumption of alcohol on City property and would make a written recommendation for approval specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, and the required permits and insurance. After the City Clerk’s review of the applications and recommendation for approval of the event, the Governing Body’s motion for approval would be recorded in the minutes of a regular Governing Body meeting. Lastly, the City Clerk’s recommendation would take place at least thirty (30) days prior to the event.

Departments Affected:

City Clerk’s Office

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the Governing Body will continue to have to approve the sale and consumption of alcoholic beverages on city property through the approval of a Resolution.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

Adopting this ordinance would improve the efficiency the Office of Legislation and Policy Innovation by reducing the time spent on drafting, tracking, and finalizing alcohol approval resolutions. It is possible this change could also improve the efficiency for constituents who are applying to serve and/or sell alcohol on City property.

Fiscal Implications:

None.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: *Marci Cannarino*

Email: maeannarino@santafenm.gov

Signature: *Patricia Canderson*

Email: pcanderson@santafenm.gov

Signature: *CHRISTINE SPIERS*

Email: cmspiers@santafenm.gov



Date: March 6, 2026
To: Governing Body and Quality of Life Committee
From: GERALYN F. CARDENAS, Interim City Clerk *GF*
RE: SITE Santa Fe 2026 Annual Benefit Alcohol Approval

EXECUTIVE SUMMARY:

The proposed Resolution would grant permission to SITE Santa Fe to serve wine and beer at its annual Gala Dinner Event at the Ramada in the Railyard Park on July 1, 2026.

BACKGROUND:

SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses these required elements:

- the event is SITE Santa Fe's Annual Gala Dinner Event;
- the location is the Ramada at the Railyard Park;
- the date is July 1, 2026;
- the time is 5:00 p.m. to 11:00 p.m.;
- the alcohol served will be beer and wine;
- 500 attendees are expected;
- A Private Celebration Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than be \$2,000,000, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

APPROVING THE CONSUMPTION OF BEER AND WINE DURING SITE SANTA FE'S ANNUAL GALA DINNER EVENT ON JULY 1st, 2026, AT THE RAMADA IN THE RAILYARD PARK, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City property; and

WHEREAS, for locations not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, SITE Santa Fe seeks to nurture innovation, discovery, and inspiration through the art of today; and

WHEREAS, SITE Santa Fe was founded in 1995 to establish the first international contemporary art biennial in the United States and is committed to supporting new developments in contemporary art, encouraging artistic exploration, and expanding traditional museum experiences; and

1 **WHEREAS**, since its launch, SITE Santa Fe has presented 12 international biennials, more
2 than 90 contemporary art exhibitions, and work by hundreds of emerging and established artists
3 from around the world and right here in New Mexico; and

4 **WHEREAS**, SITE Santa Fe also presents a wide range of public and educational programs
5 that include conversations with artists and curators, performances, film screenings, concerts, hands-
6 on workshops, and collaborations with dozens of local schools and community organizations; and

7 **WHEREAS**, SITE Santa Fe’s Annual Gala Dinner Event will raise funds for SITE Santa
8 Fe’s exhibitions and education and public programs and will allow it to continue its “Every Day
9 Free Admission Program”; and

10 **WHEREAS**, SITE Santa Fe wishes to serve wine and beer to enhance the dinner
11 experience for its planned event on the evening of July 1, 2026; and

12 **WHEREAS**, SITE Santa Fe requests permission to provide alcohol service for its annual
13 gala to provide wine and beer and adhering to all regulations required in Section 23-6.3 SFCC 1987
14 on Friday, July 1, 2026.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
16 **CITY OF SANTA FE** that alcohol service for the following event is hereby approved:

17	Event:	SITE Santa Fe Annual Gala Dinner Event
18	Dates:	July 1, 2026
19	Hours:	5:00 p.m. – 11:00 p.m.
20	Location:	Railyard Park Ramada
21	Number of expected attendees:	500
22	Type of alcohol to be served:	Wine and Beer
23	Required Permits:	Private Celebration Permit
24	Required Insurance:	Liquor Liability and General Liability insurance with
25		limits not less than \$2,000,000, per occurrence and in

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aggregate, with the City of Santa Fe, its officials,
directors, employees, and agents as additional insureds on
a primary and noncontributory basis. SITE Santa Fe shall
provide the City with Certificates of Insurance and
applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

MICHAEL J. GARCIA, MAYOR

ATTEST:

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Mar 20, 2026 13:53:06 MDT)
MARCOS D. MARTÍNEZ, INTERIM CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): SITE Santa Fe 2026 Annual Benefit Alcohol Approval

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Geralyn F. Cardenas Date: 3/6/2026

Phone: (505) 955-6519

Reviewed by City Attorney: Marcos Martinez Date: 03/20/2026
Marcos Martinez (Mar 20, 2026 13:53:06 MDT)

Reviewed by Finance Director: ANDREA PHILLIPS (Mar 20, 2026 15:58:53 MDT) Date: 03/20/2026

Summary:

The proposed Resolution would grant permission to SITE Santa Fe to serve wine and beer at its annual Gala Dinner Event at the Ramada in the Railyard Park on July 1, 2026.

Departments Affected:

City Clerk's Office.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then SITE Santa Fe will not be permitted to serve beer and wine during its annual Gala Dinner Event Scheduled for July 1, 2026.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

SITE Santa Fe is required to obtain private celebration permits from the Clerk's Office for the event.

Fiscal Implications:

None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature:

Email:



Date: March 17th, 2026

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Brian Moya, Interim City Manager

RE: Joint Meetings Between the City of Santa Fe Governing Body and Board of County Commissioners

EXECUTIVE SUMMARY:

The proposed Resolution establishes a framework for joint meetings between the City of Santa Fe and Santa Fe County from 2026 through 2029 to promote regional collaboration on issues of mutual concern. If adopted, the City of Santa Fe Governing Body and Board of County Commissioners would meet at least twice annually in either June or July and November or December. City and County staff would prepare agenda materials, procure subject matter experts, and coordinate the preparation for and running of the joint meetings. The joint meetings would be a collaborative, co-leadership model that includes Action Working Groups co-chaired by members of both the City's Governing Body and Board of County Commissioners. The topics for the meetings may include, without limitation, services for unhoused and justice-involved constituents, permanent supportive housing development, the discussion regarding whether to create a utility authority pursuant to the Regional Water System Resiliency Act, and wildfire mitigation. Notice of and agendas for joint meetings of the Bodies would be posted by the City and the County in accordance with their respective Open Meetings Act resolutions and practice. The meetings would be held at the County Commission Chambers, or other venues that comply with NMSA 1978, Section 4-38-8, and that support community input, online public participation, and cooperative decision-making. Lastly, the joint resolution would expire on December 31, 2029, unless earlier rescinded by one of the Governing Bodies.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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SANTA FE COUNTY

RESOLUTION NO.

INTRODUCED BY:

Commissioner Lisa Cacari Stone

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A JOINT RESOLUTION

RECOGNIZING THE VALUE OF PERIODIC JOINT MEETINGS BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE AND ESTABLISHING A FRAMEWORK FOR CONDUCTING THOSE MEETINGS.

WHEREAS, Santa Fe County (“County”) and the City of Santa Fe (“City”) have overlapping jurisdiction in certain areas and face a variety of issues of mutual concern and interest; and

WHEREAS, the challenges and opportunities facing local governments generally, and the City and County specifically, are of such complexity and scope that regional solutions and collaboration are sometimes necessary and often lead to better outcomes than can be achieved independently; and

WHEREAS, the County and City have a long history of regional cooperation through joint boards and regional entities to address critical areas, such as water through the Buckman Direct Diversion Board, solid waste through the Santa Fe Solid Waste Management Agency, public safety through the Santa Fe Regional Emergency Communications Center, and transportation through the Metropolitan Planning Organization; and

1 **WHEREAS**, effective policymaking benefits from regular collaboration and
2 communication from policymakers, researchers, practitioners, and community members to identify
3 issues, generate solutions, and inform policy decisions; and

4 **WHEREAS**, intergovernmental leadership and collaboration would allow the County
5 and City to work together to test approaches and incorporate successful practices into policies and
6 programs; and

7 **WHEREAS**, the Governing Body of the City and the Board of County Commissioners
8 (collectively, the “Bodies”) believe that action-oriented, collaborative approaches and outcome-
9 driven agendas in joint meetings will further the mutual goals of collaboration and ensuring that
10 regional solutions are frequently explored and pursued when agreed upon; and

11 **WHEREAS**, the Bodies desire to establish a framework for joint meetings during calendar
12 years 2026, 2027, 2028, and 2029.

13 **NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF**
14 **COUNTY COMMISSIONERS AND THE GOVERNING BODY** that:

- 15 1. The Bodies shall meet at least twice per year, in June or July and November or
16 December, at the call of the Mayor and Chair of the Board of County Commissioners,
17 or upon the request of a minimum of three (3) County Commissioners and five (5) City
18 Councilors.
- 19 2. The agenda for each joint meeting shall be independently approved by the Governing
20 Body of the City and Board of County Commissioners. As appropriate and within
21 budgeted resources, the County Manager and City Manager shall direct staff to prepare
22 packet materials for joint meeting agenda items, ensure packet materials are available
23 at least five (5) business days before a joint meeting, procure subject-matter experts
24 and other resources, and otherwise coordinate the preparation for and running of the
25 joint meetings.

- 1 3. The governance of the joint meetings shall reflect a collaborative, co-leadership
2 model focused on solution-oriented action and measurable outcomes, including the
3 establishment and convening of “Action Working Groups” to address community
4 priorities and issues of mutual concern between the City and the County.
- 5 a. Action Working Groups shall be co-chaired by one member from each of the
6 Bodies, each appointed based on their subject-matter expertise related to the
7 issue of mutual concern.
- 8 b. Participation in each Action Working Group shall include, at a minimum,
9 two City Councilors and two County Commissioners to maintain balanced
10 representation between the City and County.
- 11 c. Each Action Working Group shall prioritize inclusive community
12 participation, evidence-informed analysis, and practical implementation
13 strategies designed to advance policy development, program design, and
14 action-oriented outcomes that address shared City-County priorities.
- 15 4. Joint meetings of the Governing Body of the City and the Board of County
16 Commissioners shall be held in the Chambers located at 102 Grant Avenue, Santa Fe,
17 NM, or other appropriate locations that support public participation, technological
18 access, and effective intergovernmental collaboration and that comply with NMSA
19 1978, Section 4-38-8. Meetings of Action Working Groups that include less than
20 three (3) County Commissioners may be held at any location that meets the needs of
21 the particular meeting.
- 22 5. The Bodies anticipate collaborating on areas of mutual interest for collaborative
23 discussion, planning or action. Such areas may include, but are not limited to, the
24 following:
- 25 a. services for unhoused and justice-involved constituents;

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- b. permanent supportive housing development;
 - c. creation of a utility authority pursuant to the regional Water System Resiliency Act; and
 - d. wildfire mitigation.
6. Notice of and agendas for joint meetings of the Bodies shall be posted by the City and the County in accordance with their respective Open Meetings Act resolutions and practice.
7. This joint resolution shall expire on December 31, 2029, unless earlier rescinded by one of the Governing Bodies.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

MICHAEL J. GARCIA, MAYOR

ATTEST:

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
[Marcos Martinez \(Mar 20, 2026 15:45:27 MDT\)](#)
MARCOS D. MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Resolutions/Joint County-City resolution for joint meetings and working groups

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Joint Meetings Between the City of Santa Fe Governing Body and Board of County Commissioners

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Brian Moya, Interim City Manager Date: 3/20/202

Phone: (505) 955-3111

Reviewed by City Attorney: Marcos Martinez Date: 03/20/2026
Marcos Martinez (Mar 20, 2026 15:45:27 MDT)

Reviewed by Finance Director: Andrea Phillips Date: 03/20/2026
ANDREA PHILLIPS (Mar 20, 2026 15:56:21 MDT)

Summary:

The proposed Resolution establishes a framework for joint meetings between the City of Santa Fe and Santa Fe County from 2026 through 2029 to promote regional collaboration on issues of mutual concern. If adopted, the City of Santa Fe Governing Body and Board of County Commissioners would meet at least twice annually in either June or July and November or December. City and County staff would prepare agenda materials, procure subject matter experts, and coordinate the preparation for and running of the joint meetings. The joint meetings would be a collaborative, co-leadership model that includes Action Working Groups co-chaired by members of both the City's Governing Body and Board of County Commissioners. The topics for the meetings may include, without limitation, services for unhoused and justice-involved constituents, permanent supportive housing development, discussion regarding creating a utility authority pursuant to the Regional Water System Resiliency Act, and wildfire mitigation. Notice of and agendas for joint meetings of the Bodies would be posted by the City and the County in accordance with their respective Open Meetings Act resolutions and practice. The meetings would be held at the County Commission Chambers, or other venues that comply with NMSA 1978, Section 4-38-8, and that support community input, online public participation, and cooperative decision-making. Lastly, the joint resolution would expire on December 31, 2029, unless earlier rescinded by one of the Governing Bodies.

Departments Affected:

Various Departments may be asked to help prepare materials for the joint meetings, depending on the topics identified as a meeting objective.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the City of Santa Fe and County of Santa Fe would not hold joint meetings as described in the Resolution.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

The City Manager and County Manager shall direct staff to prepare packet materials for joint meeting agenda items, ensure packet materials are available at least five (5) business days before a joint meeting, procure subject matter experts and other resources, and coordinate the preparation for and running of the joint meetings.

Fiscal Implications:

None identified at this time.

Fiscal Impact

Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
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Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature:

Email: