



## Agenda

## Regular Meeting of the Finance Committee

May 11, 2026 at 5:00 PM  
Council Chambers, City Hall  
200 Lincoln Avenue

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### Procedures for Finance 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.

**Virtual Public Comment:** To provide public comment virtually, you must join the Zoom meeting by internet or phone, using the following link:

- **Internet:** [Join the Zoom](#) meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

- **Phone:** To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: - Webinar ID: Phone attendees should press \*9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

+17193594580,,89100437725# US

+12532050468,,89100437725# US

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
  - a. Grand Summit Recovery and Workforce Development. (Dr. Hosai Ehsan,

President/Owner; hosai@grandsummit.org and Jerry Ortiz y Pino, Supporter; jortizyp@msn.org and Katie Ortiz y Pino, Executive Assistant; katieop@grandsummit.org)

6. Action Items: Consent Agenda

- a. Request for Approval of the April 27, 2026 Finance Committee Meeting Minutes. (Erminia M. Tapia, Business Operations Manager; emtapia@santafenm.gov)

**Committee Review:**

Finance Committee: 05/11/2026

- b. Request For Approval of Amendment No. 1 to the U.S. Department of Transportation Federal Aviation Administration (FAA) Grant Number 065 to Increase the Compensation by \$244,007 for a New Total Contract Amount of \$6,333,707 for the Reconstruction of the Terminal Apron. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov; Paulette Ortiz, Administrative Grant Administrator; pkortiz@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate \$244,007 from the FAA Grant Amendment to WIP Construction for the Reconstruction of the Terminal Apron.

**Committee Review:**

Public Works and Utilities Committee: 05/04/2026

Finance Committee: 05/11/2026

Governing Body: 05/13/2026

- c. Request for Approval of Goods and Services Contract with Trojan Technologies, Inc. for the Purchase of UV3000 Replacement Parts for the Public Utilities Department in the Total Amount of \$2,000,000 for a Four Year Term. (Paul Heerbrandt, P.E., Engineer Supervisor; pfheerbrandt@santafenm.gov)

**Committee Review**

Public Works and Utilities Committee: 05/04/2026

Finance Committee: 05/11/2026

Governing Body: 05/13/2026

- d. Request for Approval of a General Services Contract with Cassidy's Landscaping, Inc in the Total Amount of \$1,081,875 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten Years. (Sebastian Gallegos, Airport Project Manager; sfgallegos@santafenm.gov)

**Committee Review**

Public Works and Utilities Committee: 05/04/2026

Finance Committee: 05/11/2026

Governing Body: 05/13/2026

- e. Request for Approval of a General Services Contract with Mark A. Lopez Development in the Total Amount of \$1,081,875 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten Years. (Sebastian Gallegos, Airport Project Manager, sfgallegos@santafenm.gov)

**Committee Review**

Public Works and Utilities Committee: 05/04/2026

Finance Committee: 05/11/2026

Governing Body: 05/13/2026

- f. Request for Approval of Amendment No. 1 to Professional Service Contract Item # 25-0451 with St. Elizabeth's Shelter Corporation to Increase Compensation by \$340,000 for a New Total Amount of \$590,000 and to Extend the Term to June 30, 2027, for Homeless Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 05/06/2026

Finance Committee: 05/11/2026

Governing Body: 05/13/2026

- g. Request for Approval of Amendment No. 1 to Professional Service Contract Item # 25-0364 with Christ Lutheran Church to Increase Compensation by \$136,000 for a New Total Amount of \$272,000 and to Extend the Term to August 8, 2027, for Homeless Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 05/06/2026

Finance Committee: 05/11/2026

Governing Body: 05/13/2026

- h. Request for Approval of the Community Development Block Grant Draft 2026 Annual Action Plan in Compliance with Housing and Urban Development, Public Hearing, and Public Comment. (Faviola Chavez, Affordable Housing Director; fachavez@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 05/06/2026

Finance Committee: 05/11/2026

Governing Body: 05/13/2026

- i. CONSIDERATION OF RESOLUTION NO. 2026-\_\_\_\_\_. (Councilor Jamie Cassutt and

Councilor Amanda Chavez)

A Resolution Authorizing the Installation of Fifty Banners from June 1, 2026 to June 1, 2027, on City of Santa Fe-Owned Light Poles, on the Midtown Campus to Promote the Opening of New Businesses and Draw Attention to the Midtown Campus. (Carly Venditti, Metropolitan Redevelopment Agency Deputy Director; cavenditti@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 04/29/2026

Public Works and Utilities Committee: 05/04/2026

Finance Committee: 05/11/2026

Governing Body: 05/13/2026

7. Action Items: Discussion Agenda
8. Matters from the Committee
9. Matters from the Chair
  - a. Discussion of Homelessness Task Force. (Pilar Faulkner, City Councilor)
10. Next Meeting: Tuesday, May 26, 2026
11. 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.

# Grand Summit

*Recovery & Workforce  
Development*

Santa Fe

Expansion Presentation



## ***Our mission:***

We provide a comprehensive range of IOP programming and wraparound support services that guide individuals on their journey to recovery, workforce development and permanent housing

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## ***Our vision:***

We believe in the powerful combination of healthcare expertise and community outreach resources to holistically address and solve complex mental health, substance abuse, employment, and homelessness challenges.

### **ADDICTION & POVERTY ARE DEEPLY CONNECTED**

One person breaking the cycle leads to lasting generational change.



## THE PROBLEM

Untreated substance use affects how well an *entire community* functions across different areas:

**01**

### Health

Higher rates of overdose, infectious disease, & mental health crises.

Increased ER visits, hospitalizations, & preventable deaths.

**02**

### Crime

Property crime & drug-related offenses.

Increased pressure on law enforcement & justice system. Less safety/stability.

**03**

### Local Budgets

Higher unemployment & increased public spending on policing, healthcare, & social services

**04**

### Families

Destabilized households contributing to issues like child neglect, housing insecurity, & intergenerational poverty

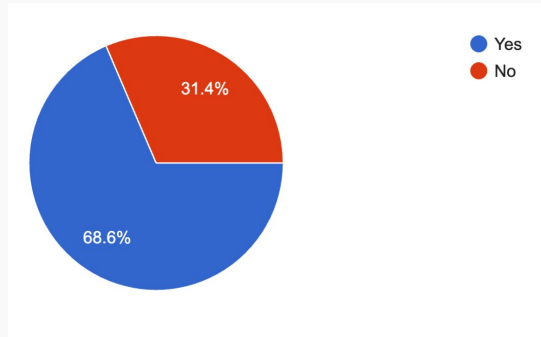
**05**

### Community

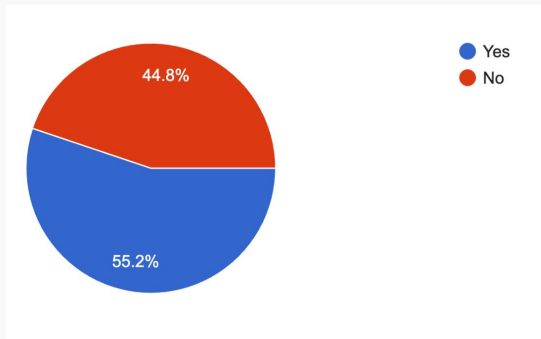
Erosion of community cohesion

# Key *statistics* from 195 Grand Summit clients surveyed on 5/7/2026

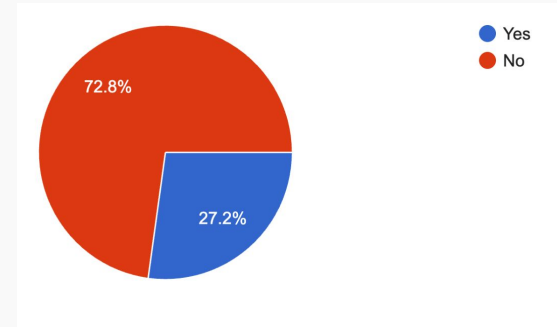
## Were you born in New Mexico?



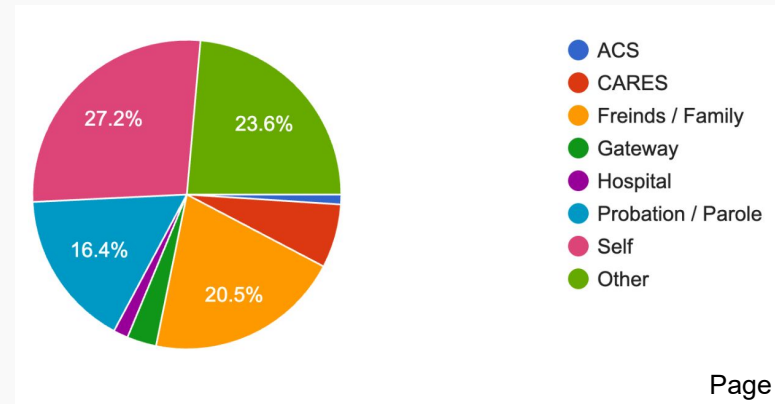
## Do you have children?



## Are you employed?

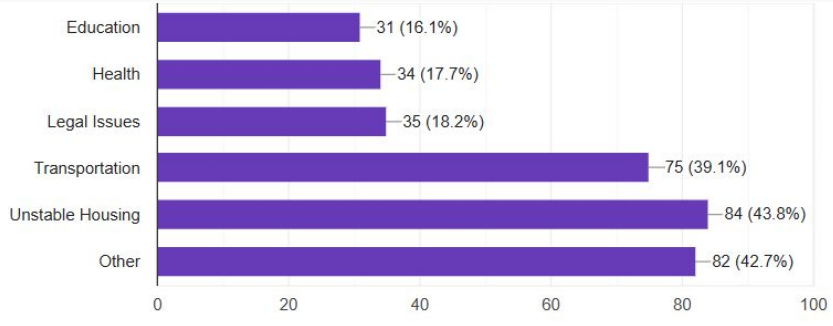


## Who referred you?

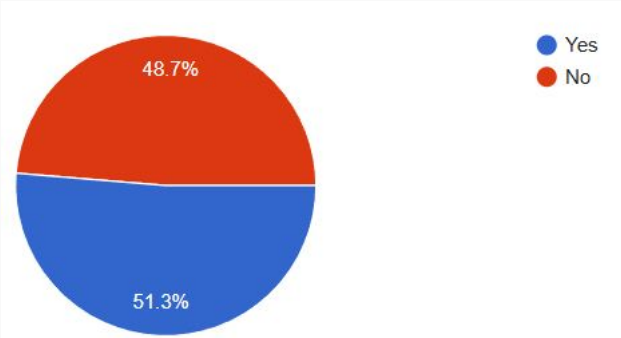


# Employment

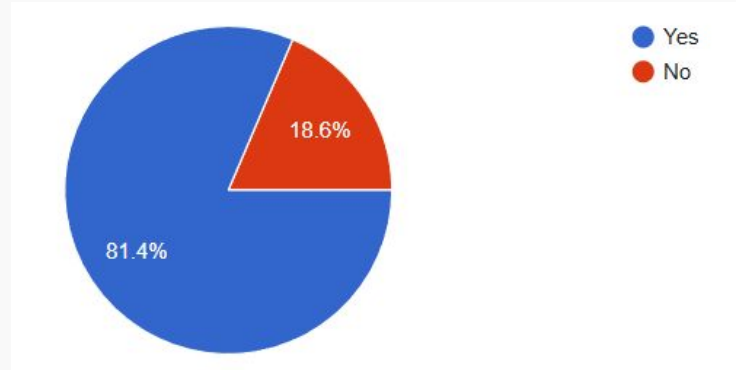
## What barriers are keeping you from working full time?



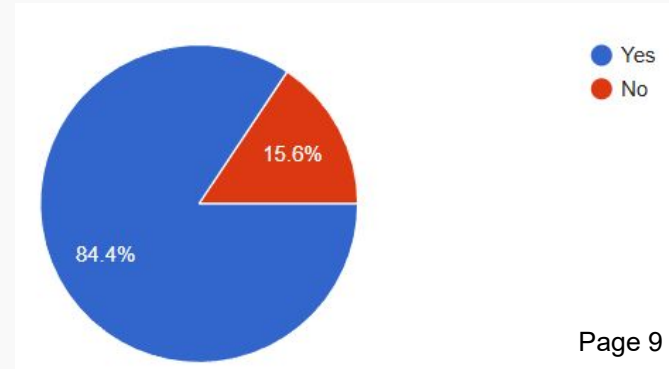
## Would you like help building a resume or preparing for job interviews?



## Do you have a career goal?

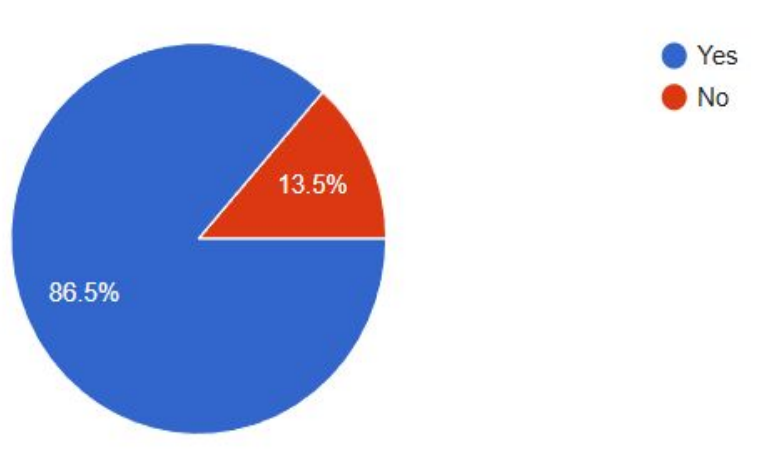


## Would you like assistance connecting with employers or job programs?



# Skills & Education

**Are you interested in receiving a scholarship to do certificate programs at CNM?**

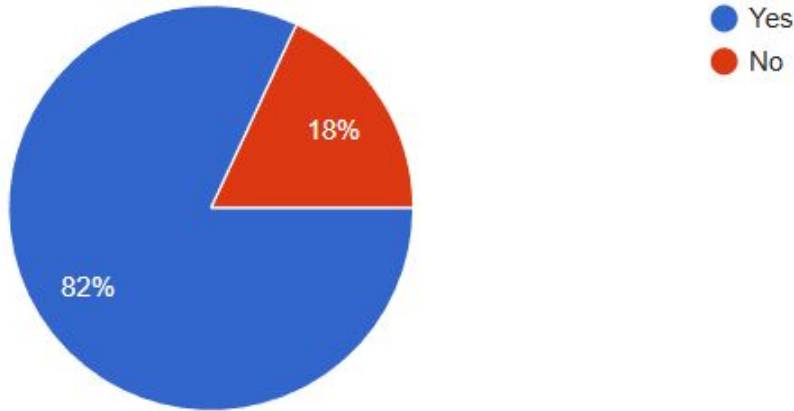


**What degree, skills, or trades do you want to learn?**

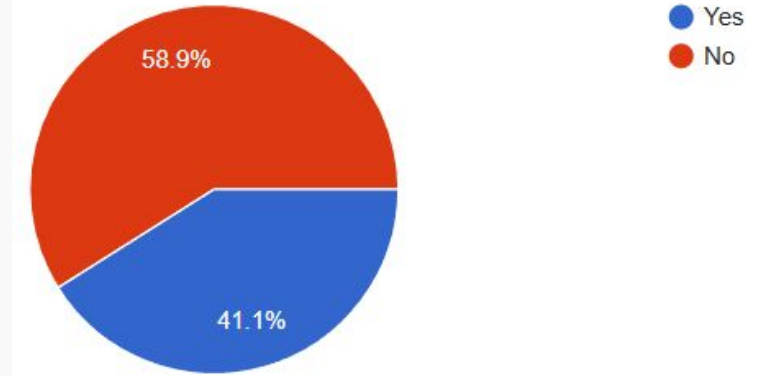


# Financial Literacy

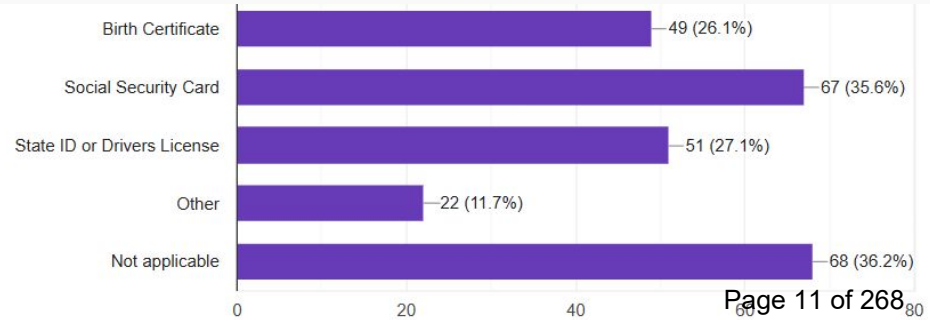
**Can you benefit from financial management training?**



**Are you saving up for a housing deposit & moving expenses?**

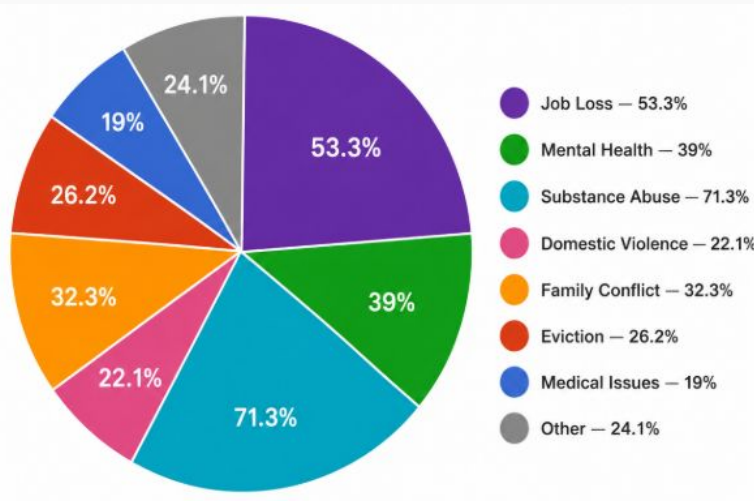


**Do you need assistance with getting any of the following:**

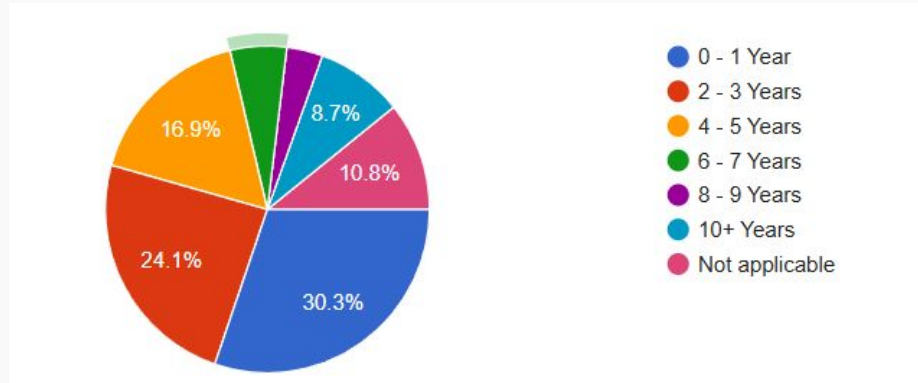


# Housing

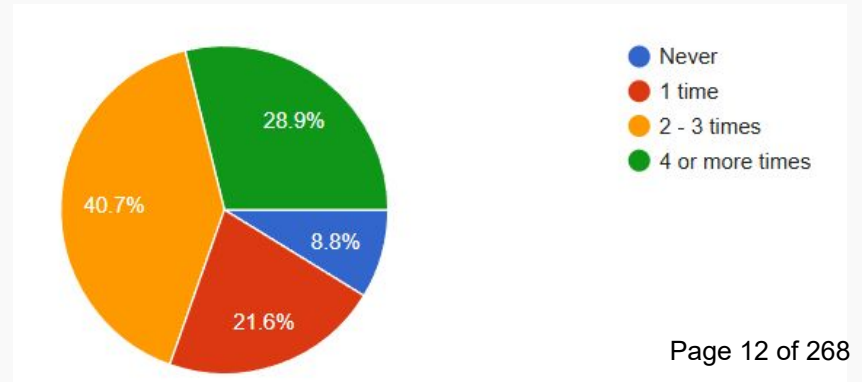
**If you are unhoused, what factors contributed to your current housing situation?**



**If you are unhoused, how long have you been unhoused?**

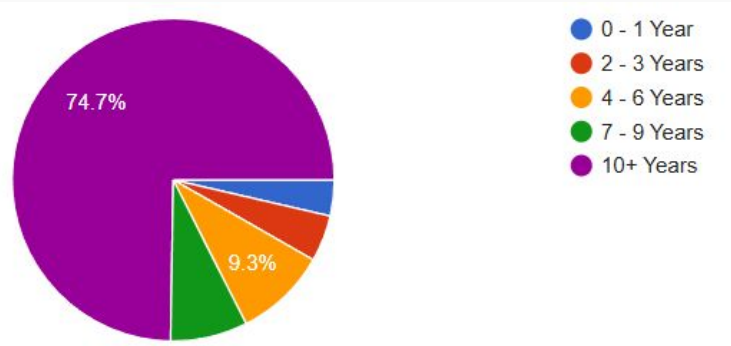


**How many times have you experienced homelessness?**

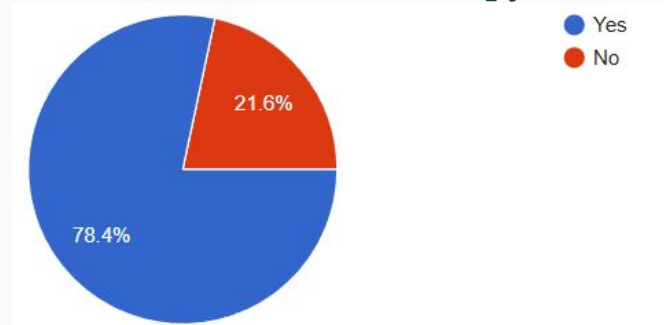


# Recovery & Mental Health

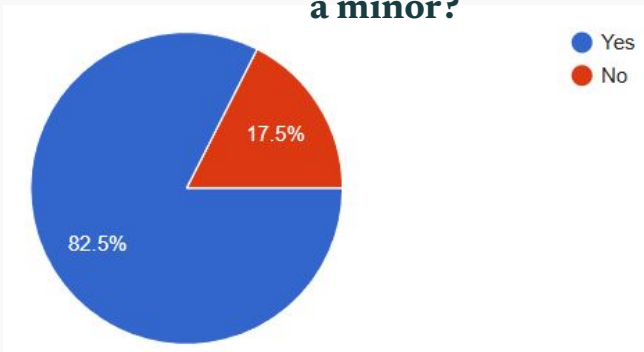
### How long have you used alcohol/drugs?



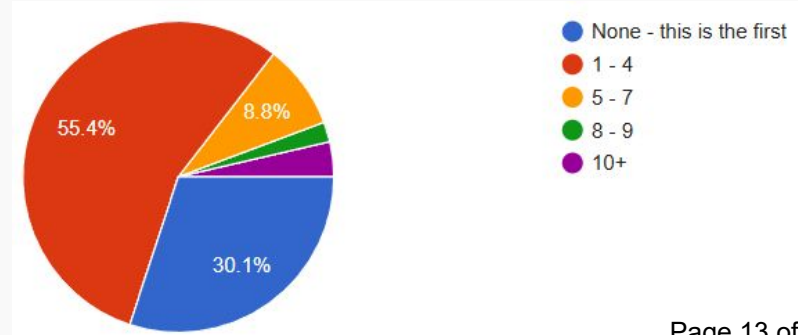
### Would you benefit from behavioral/mental health therapy?



### Did you start using drugs and/or alcohol as a minor?



### How many recovery programs have you enrolled in?



# Most Common Barriers Leading to Substance Use Disorder & Challenges in Recovery

## *External*

1. Financial stress
2. Unstable Housing
3. Lack of Transportation



## *Internal*

1. Anxiety, Depression, or Other Mental Health Symptoms
2. Stress
3. Lack of Motivation or Feeling Stuck



## *Social & Environmental*

1. Being Around People Who Use Substances
2. Loneliness or Isolation
3. Boredom or Too Much Unstructured Time



## THE SOLUTION

A *two-phase model* designed to break the cycle of addiction and generational poverty for good

### PHASE 1 (6 Months)

INTENSIVE OUTPATIENT (IOP)

- ✓ Structured counseling
- ✓ Opioid Treatment Program (OTP) with methadone suboxone
- ✓ Transitional housing
- ✓ Healthcare
- ✓ One-on-ones with IOP Counselor
- ✓ Peer & Community Support
- ✓ Mental health & trauma-informed care



### PHASE 2

WORKFORCE DEVELOPMENT

- ✓ Vocational Training
- ✓ Resume & Interview Coaching
- ✓ GED Program
- ✓ Financial Literacy & Budgeting
- ✓ Employer Placement Support
- ✓ CNM Scholarships
- ✓ Many other certification programs & employment pathways

## WHY OUR MODEL WORKS

Grounded in psychological theory addressing the *needs that motivate behavior*, Grand Summit’s success is underpinned by 4 principles:

01  
STABILITY BEFORE  
OPPORTUNITY

Six months of focused recovery builds the emotional, physical, and mental foundation needed to learn, work, and thrive.

02  
EARNED IOP  
PROMOTION CREATES  
MOTIVATION

The month–6 promotion gives clients a concrete goal — reinforcing that recovery opens doors.

03  
SKILLS BUILD  
SELF-WORTH

Learning marketable skills rebuilds identity and confidence — two of the most powerful protections against relapse.

04  
INDEPENDENCE  
SUSTAINS RECOVERY

Financial independence removes the stress and desperation that trigger relapse and keep families in poverty.

## HOW GRAND SUMMIT CAN BENEFIT SANTA FE

### <sup>1</sup> Community Cohesion

Treatment programs that are culturally responsive and community-based can help restore trust, strengthen families, and reconnect individuals to meaningful support systems.



### <sup>2</sup> Long Term Urban Stability

Cities that invest in treatment tend to see lower homelessness rates, fewer public health emergencies, and stronger social networks.



### <sup>3</sup> Supporting Local Industry

Local industries depend on a healthy and reliable workforce. Recovery creates pathways for people to re-enter the economy and rebuild independence rather than remain trapped in crisis systems.



### <sup>4</sup> Community Stability

When a city visibly supports recovery, it signals that people are valued & not written off. This reduces stigma, encourages people to seek help, and fosters a culture of mutual responsibility and care.





## SPOTLIGHT

# Jonathan Segura

GRADUATED GRAND SUMMIT CLIENT

Albuquerque native Jon Segura arrived from the Gateway West Shelter to Grand Summit in an active battle with his recovery and without stability. Through dedication and hard work, he made a complete 180 rebuilding his recovery, character, and integrity. His journey reflects exactly what Grand Summit aims to achieve with every client.

## VALUE PROPOSITION

We don't just treat  
addiction—we *build the stability*  
that makes recovery last

By addressing the *root causes* of substance use, we can  
improve Santa Fe's public health outcomes, safety,  
productivity, and overall quality of life.



## NEXT STEPS

To *learn more* about Grand Summit and *keep in touch*:

**Katie Ortiz y Pino**

Executive Assistant

[katieop@grandsummit.org](mailto:katieop@grandsummit.org)

(505) 677-4597

**Hosai Ehsan**

President

[hosai@grandsummit.org](mailto:hosai@grandsummit.org)

[grandsummit.org](http://grandsummit.org)

(505) 595-1607



**Regular Meeting of the Finance Committee  
April 27, 2026 at 5:00 PM  
Council Chambers, City Hall  
200 Lincoln Avenue  
MINUTES**

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1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Mayor Webber at 5:02 PM, on Monday, April 27, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

**MEMBERS PRESENT**

Councilor Jamie Cassutt  
Councilor Pilar Faulkner  
Councilor Lee Garcia  
Councilor Alma Castro  
Councilor Paul Bustamante

**MEMBERS EXCUSED**

**OTHER PARTICIPANTS ATTENDING**

Andrea K. Phillips, Deputy City Manager and Interim Finance Director  
Erminia M. Tapia, Business Operations Manager

3. Approval of Agenda

**MOTION** A motion was made by Councilor Bustamante, seconded by Councilor Cassutt, to Approve.

**VOTE** The motion Passed on a roll call vote.

4. Approval of Consent Agenda

**MOTION** A motion was made by Councilor Cassutt, seconded by Councilor Castro, to Amend.

**VOTE** The motion Passed on a roll call vote.

The following items were pulled for Discussion:

- Item 7f
- Item 7j

5. Public Comment

6. Presentations

- a. New Mexico Innovation Hub. (David J. Perez, Founder & CEO; david@nm-ih.com)

7. Action Items: Consent Agenda

- a. Request for Approval of the April 06, 2026, Finance Committee Meeting Minutes. (Erminia M. Tapia, Business Operations Manager; emtapia@santafenm.gov)

**Committee Review:**

Finance Committee: 04/27/2026

Approved on Consent.

- b. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$80,000 from FY26 Contributions/Donations to Repair and Maintenance Building/Structure for Landscaping, Pest Control, and Repair and Maintenance at the Southside Library. (Margaret Neill, Library Division Director; mmneill@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 04/22/2026

Finance Committee: 04/27/2026

Governing Body: 04/29/2026

Approved on Consent.

- c. Request for Approval of Capital Outlay Grant Agreement with New Mexico Department of Finance and Administration for the Replacement of Natural Turf with Artificial Turf at Ragle Park Project 25-J3158 in the Total Amount of \$300,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Public Works, Project Manager III; saoverlie@santafenm.gov)

- 1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate \$300,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

**Committee Review:**

Public Works and Utilities Committee: 04/20/2026

Finance Committee: 04/27/2026

Governing Body: 04/29/2026

Approved on Consent.

- d. Request for Approval of an Exclusive Negotiation Agreement to Negotiate the Sale of Midtown Tracts R2-1B to Homewise Inc. for Development as a Mixed-Use Development. (Carly Venditti, Asset Development Manager; cavenditti@santafenm.gov).

**Committee Review:**

Quality of Life Committee: 04/22/2026  
Finance Committee: 04/27/2026  
Governing Body: 04/29/2026

Approved on Consent.

- e. Request for Approval of a Professional Services Agreement with the Santa Fe Animal Shelter for Animal Boarding and Care Services in the Total Amount of \$1,927,125 through June 30, 2030. (Ben Valdez; Deputy Chief of Police; bpvaldez@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 04/22/2026  
Finance Committee: 04/27/2026  
Governing Body: 04/29/2026

Approved on Consent.

- f. Request for Approval of a General Services Agreement with Jenoptik Smart Mobility Solutions, LLC for Automated Speed and Noise Enforcement Services in the Total Amount of \$4,000,000 for a Five Year Term. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 04/22/2026  
Finance Committee: 04/27/2026  
Governing Body: 04/29/2026

**MOTION** A motion was made by Councilor Cassutt, seconded by Councilor Garcia, to Approve.

**VOTE** The motion Passed on a roll call vote.

- g. Request for Approval of Professional Services Agreement with Mesa Vista Wellness dba Earth Spirit Awakening LLC for DUI/Drug Court Programs in the Total Amount of \$238,000 through June 30, 2030. (Justine Hines, Paralegal Municipal Court; jahines@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 04/22/2026  
Finance Committee: 04/27/2026  
Governing Body: 04/29/2026

Approved on Consent.

- h. CONSIDERATION OF RESOLUTION NO. 2026-\_\_\_\_\_. (Mayor Michael Garcia) A Resolution Repealing City of Santa Fe Resolution No. 2000-11, a Joint City/County Resolution Which Sponsored and Supported an Annual Marching Parade on Airport Road in Celebration of Cesar E. Chavez. (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 04/07/2026  
Quality of Life Committee: 04/22/2026  
Finance Committee: 04/27/2026  
Governing Body: 04/29/2026

Approved on Consent.

- i. CONSIDERATION OF BILL NO. 2026-10. ADOPTION OF ORDINANCE NO. 2026-\_\_\_\_. (Mayor Michael Garcia)

A Bill Approving the Sale of Seven City-Owned Parcels, Located in Las Estrellas in the Northwest Quadrant, Within the City and County of Santa Fe, New Mexico, to Santa Fe Housing Trust for a Total of \$4,490,000.00. (Terry Lease, Asset Development Manager; [tjlease@santafenm.gov](mailto:tjlease@santafenm.gov))

**Committee Review:**

Governing Body (Introduced): 04/07/2026 (*PENDING WAIVER OF GOVERNING BODY PROCEDURAL RULE IV(B)*)  
Public Works and Utilities Committee (Public Comment): 04/20/2026  
Quality of Life Committee: 04/22/2026  
Finance Committee: 04/27/2026  
Governing Body (Public Hearing): 05/13/2026

Approved on Consent.

- j. CONSIDERATION OF RESOLUTION NO.2026-\_\_\_\_. (County Commissioner

Lisa Cacari Stone, County Commissioner Adam Fulton Johnson, Councilor Alma Castro, Councilor Patricia Feghali, and Mayor Michael Garcia)  
A Joint Resolution Directing Staff to Bring Forward an Amendment to the Settlement and Annexation Phasing Agreements to Terminate Phase Three of Annexation, to Waive The City's Right to Challenge Santa Fe County's Designation of a Traditional Historic Community of Agua Fria, and to Convene, With Santa Fe County, the Extraterritorial Land Use Authority to Make Any Necessary Extraterritorial Land-Use Ordinance Changes to Effectuate the City and County's Decision to Terminate Phase Three of Annexation. (Heather Lamboy, Land Use Director; [hllamboy@santafenm.gov](mailto:hllamboy@santafenm.gov))

**Committee Review:**

Governing Body (Introduced): 04/07/2026  
Public Works and Utilities Committee: 04/20/2026  
Quality of Life Committee: 04/22/2026  
Finance Committee: 04/27/2026  
Governing Body: 04/29/2026

**MOTION** A motion was made by Councilor Garcia, seconded by Councilor Bustamante, to Approve.

**VOTE** The motion Passed on a roll call vote.

8. Action Items: Discussion Agenda

9. Matters from Staff
  10. Matters from the Committee
  11. Matters from the Chair
    - a. Fiscal Year 2027 Proposed Budget Hearing Process. (Councilor Pilar Faulkner)
  12. Next Meeting: Monday, May 11, 2026
  13. Adjourn
- Meeting Adjourned at 6:39 P.M.

*ERMINIA TAPIA*  
\_\_\_\_\_  
Liaison

\_\_\_\_\_  
Chair



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** April 13, 2026

**TO:** Finance Committee, Public Works and Utilities, and Governing Body

**FROM:** Jimmy Gunn, Interim Airport Director *ig*

**VIA:** Paulette Ortiz, Grant Administrator

**ITEM AND ISSUE:**

Request For Approval of Amendment #1 to the U.S Department of Transportation Federal Aviation Administration for grant # 065 to increase the compensation by \$244,007 for a new total contract amount of \$6,333,707 for the reconstruction of the Terminal Apron.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$6,333,707 to Increase WIP Construction Fund Using NMDOT Funding for the Reconstruction of the Terminal Apron.

(Jimmy Gunn, Interim Airport Director, [jgunn@santafenm.gov](mailto:jgunn@santafenm.gov); Paulette Ortiz, Administrative Grant Administrator, [pkortiz@santafenm.gov](mailto:pkortiz@santafenm.gov))

**BACKGROUND AND SUMMARY:**

The Department of Transportation has issued an amendment to Grant 065. Grant 065 was approved by the City of Santa Fe Governing Body on November 4, 2024 for \$6,089,700. The amended grant is for an additional \$244,007 making the total amount \$6,333,707. This grant will be used for the reconstruction of the Terminal Apron.

**ACTION:**

Approval to accept Amendment #1 to the USDOT Aviation Grant 065 in the amount of \$6,333,707 and Approval of a BAR increase in the amount of \$244,007.

**COMMITTEE REVIEW:**

Finance Committee: 4/27/2026  
 Public Works and Utilities: ~~4/20/2026~~ 5/11/2026  
 Governing Body: ~~4/29/2026~~ 5/13/2026

Grants Manager

*ERIKA LUJAN*

ERIKA LUJAN (Apr 20, 2026 11:04:29 MDT)

Apr 20, 2026

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

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

DEPARTMENT / DIVISION NAME				DATE	
Airport				3/3/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
WIP Construction	5450407	572970	AIR2554506	244,007	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
USDOT	5450407	490550	AIR2554506	(244,007)	
<b>JUSTIFICATION:</b> <i>{use additional page if needed}</i> <i>--Attach supporting documentation/memo</i>				\$	-
Amendment for increase for FAA grant 065.				-	-

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

Paulette Ortiz	4/6/2026	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>Andy Hopkins</i>	Apr 20, 2026
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer	Date
Division Director Signature <i>{optional}</i>	Date		City Council Approval Date	<i>Andrea Phillips</i> <small>ANDREA PHILLIPS (Apr 21, 2026 14:32:08 MDT)</small>
Department Director Signature	Date	Agenda Item #:	Finance Director <i>{≤ \$5,000}</i>	Date
			City Manager <i>{≤ \$60,000}</i>	Date



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southwest Region  
Louisiana, New Mexico

Federal Aviation  
Administration  
Louisiana/New Mexico  
Airports District Office  
10101 Hillwood Pkwy  
Fort Worth, TX 76177-  
1524

Jimmy Gunn  
Interim Airport Director  
PO Box 909  
Santa Fe, NM 87504

Dear Mr. Gunn:

Santa Fe Regional Airport  
City of Santa Fe  
AIP Grant No 3-35-0037-065-2024  
UEI No QLN2YKMMJ8X6  
Letter Amendment (Amendment No.1)

This is in response to your letter dated February 27, 2026, requesting an amendment to the Grant Agreement for the subject AIP project to: increase the maximum obligation of the United States as set forth in the Grant Agreement accepted by the Sponsor, on September 16, 2024. This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by \$244,007.00 (from \$6,089,700.00 to \$6,333,707.00) to cover the Federal share of the total actual eligible and allowable project costs.

Under the terms of the Grant Agreement, this document is incorporated into and constitutes Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

**JUSTIN R  
BARKER**

Digitally signed by  
JUSTIN R BARKER  
Date: 2026.04.02 16:22:25  
-05'00'

*Signature*

Justin Barker

*Name*

Manager

*Title*

**IN WITNESS WHEREOF**, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

\_\_\_\_\_  
MICHAEL GARCIA, MAYOR

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

ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

*Marcos Martínez*  
\_\_\_\_\_  
Marcos Martínez (Apr 13, 2026 14:57:00 MDT)  
MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

*Andrea Phillips*  
\_\_\_\_\_  
ANDREA PHILLIPS (Apr 21, 2026 14:32:08 MDT)  
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Apr 21, 2026



DATE: February 27, 2026  
TO: Jamie Fuller, Federal Aviation Administration  
VIA: Jimmy Gunn, Interim Airport Director  
From: Paulette Ortiz, Grant Administrator

This memo serves as a formal request to amend grant 65 which was granted to the Santa Fe Regional Airport in the amount of \$6,089,700 to provide funding for the reconstruction of the Terminal Apron at SAF.

SAF is requesting to have grant 65 amended to include an additional \$244,007 for reconstruction of the terminal apron's unanticipated cost.

Thank you,

Jimmy Gunn, Interim Airport Director

jdgunn@santafenm.gov

## SPONSORS BUDGET ANALYSIS

LOCATION	Santa Fe Regional (SAF)
AIP PROJECT NUMBER	3-35-0037-065-2024

LAND ACQUISITION	\$
CONSTRUCTION	7,436,758
ENGINEERING	89,684
ADMINISTRATIVE	-
INSPECTION	234,381
TESTING	-
EQUIPMENT	-
OTHER (SPECIFY) Flgt Check	-
Program Management (if applicable)	-
<b>TOTAL</b>	<b>\$ 7,760,824</b>

**REMARKS:**

Terminal Apron Reconstruction

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		Existing Grants	Additional Request
PROJECT COSTS:	\$	7,760,824	7,461,837
FAA share (81.61127%, Grant 65)	\$	6,333,707	6,089,700
State Share (16.55%)	\$	1,284,405	1234923
City Share (1.84%)	\$	142,712	137214



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form




Date of Request: 3/5/26 **UPDATED-AMEND 1**

Project Title: TERMINAL APRON RECONSTRUCTION

Project Type:  CIP  Grant  Internal Tracking

Department: PW-AIRPORT Project Manager: K.BYNON Ext: 2909

Project Date Range: 9/16/24 to 9/16/28  Create Fixed Asset

Project ID: <u>AIR2554506</u>
Grant ID: <u>F2516 &amp; S2552</u>
Approved By: <u></u> Mar 5, 2026 <small>ERIKSWAN@CITYOFSAF.NM.US (9/16/06:44 MST)</small>
<u>CK</u> (Finance Use Only)

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

Funding Source: FED FAA #65 % of Funding: Up to 93.75%

MUNIS ORG: 5450407 MUNIS OBJ: 490550 Awarded Amount: 6089700.00

Funding Source: STATE NMDOTAD SAF ~~25-03~~ SAF 25-03 A1 % of Funding: 16.55%

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: 1296856.00

#### 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: CONSTRUCTION MUNIS ORG: 5450407 MUNIS OBJ: 572970

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

Grantor Name: USDOTFAA #65 Expires 9/16/2028 Awarded Amount: 6089700.00

AR Charge Code: 5450407.490550  Grant funds multiple projects  
(Complete a form for each project)


Grantor Id: 700029 Federal CFDA (if applicable): 20.106

Grantor Name: NMDOTAD-SAF ~~25-03~~ SAF 25-03 A1 **INCREASED AMOUNT** Awarded Amount: 1296856.00

AR Charge Code: 5450407.490150 Expires 12/10/2026  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): N/A

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

**Date:** October 10, 2024  
**To:** Governing Body, Finance Committee, Public Works and Utilities Committees  
**Via:** James Harris, Airport Manager   
James Harris (Oct 10, 2024 15:08 MDT)  
**From:** Kelly Bynon, Administrative Manager, kabynon@santafenm.gov *Kelly Bynon*  
**Subject:** FAA Grant # 3-35-0037-065-2024

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**ITEM AND ISSUE:**

Ratification of the City Manager’s Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-065-2024 in the Amount of \$6,089,700 for the Reconstruction of the Airport Apron.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$6,089,700 in Increase WIP Construction using U.S. Department of Transportation Federal Aviation Administration Funding for the Reconstruction of the Airport Apron.

(Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

**Action Requested:** Ratification of the City Manager’s Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-065-2024 in the Amount of \$6,089,700 for the Reconstruction of the Airport Apron.

1. Ratification of the City Manager’s Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-065-2024 in the Amount of \$6,089,700 for the Reconstruction of the Airport Apron.
- 

**BACKGROUND AND SUMMARY:**

The Santa Fe Regional Airport has been awarded a grant from the U.S. Department of Transportation Federal Aviation Administration with a maximum obligation the amount of \$6,089,700. This grant will be used for the Reconstruction of the Airport Terminal Apron. The FAA will pay 93.75% of the allowable costs incurred during this project.

This grant was offered to the Santa Fe Regional Airport on September 11, 2024. Due to the U.S Department of Transportation’s Fiscal Year ending on September 30, 2024, they required that this grant be fully executed no later than September 17<sup>th</sup>, 2024 otherwise the Santa Fe Regional Airport forfeited these funds. With these factors in mind, the decision was made to request the City Managers approval of this grant, and then later ratify his approval through the City of Santa Fe’s required processes.

**PROCUREMENT METHOD:**

This is the acceptance of a grant – no procurement involved.

Chief Procurement Officer Approval: N/A Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

**Supporting Information:**

**CONTRACT NUMBER:**

The Project ledger number for this grant is AIR2554506.

**SSSSS SOURCE/REVENUE: N/A**

No internal funding source. This packet is the Acceptance of a Grant and approval of BAR Only.

List grant award number: 3-35-0037-065-2024

Grant Manager / Accounting Officer Approval: *Erika Lujan* Date: Oct 11, 2024  
Comment/Exceptions: \_\_\_\_\_

Project Ledger #: AIR2554506

Budget Officer Approval: *Andy Hopkins* Date: Oct 11, 2024  
Comment/Exceptions: \_\_\_\_\_

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

Yes |  N/A

# (if known): \_\_\_\_\_

**Repair or Replacement of Existing Equipment:**

Yes |  N/A

If yes ->  Repair |  Replacement

Please explain: \_\_\_\_\_

**Capital Project:**

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

Yes |  N/A

Project Ledger #: \_\_\_\_\_

Anticipated length of project: \_\_\_\_\_

Asset Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

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**Department Approvals:**

IT Components:  Yes |  N/A

Vehicles:  Yes |  N/A

Facilities, Furniture, Fixtures, Equipment:  Yes |  N/A

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

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

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

Department Contract Administrator Contact Info:

**ATTACHMENTS:**

Grant

BAR





U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southwest Region  
New Mexico

Louisiana/New Mexico Airports  
District Office  
10101 Hillwood Pkwy  
Fort Worth, TX 76177-1524

October 10, 2024

Mayor Alan Webber  
City of Santa Fe  
200 Lincoln Ave  
Santa Fe, NM 87504

Dear Alan Webber:

The Grant Offer for Airport Improvement Program (AIP) Project No. **3-35-0037-065-2024** at Santa Fe Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 17, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Jason Williams, (817) 222-5154, jason.c.williams01@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
 James Harris (Oct 10, 2024 15:08 MDT)

Justin Barker  
 Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2024 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date      October 10, 2024

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Airport/Planning Area            Santa Fe Regional Airport

---

Airport Infrastructure Grant  
Number                                3-35-0037-065-2024

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Unique Entity Identifier            QLN2YKMMJ8X6

TO:      City of Santa Fe  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated September 03, 2024, for a grant of Federal funds for a project at or associated with the Santa Fe Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Santa Fe Regional Airport (herein called the "Project") consisting of the following:

**Reconstruct Apron Terminal, Reconstruct Perimeter Fencing, Construct/Extend Safety Area 15/33,  
Install Runway Signage/Markings 15/33**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (93.75) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$6,089,700.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

**\$6,089,700** for airport development or noise program implementation; and,

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
  5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
  7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
  8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 17, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
  9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 20, 2018**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### SPECIAL CONDITIONS

30. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
    2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition

Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - i. Inspection date;
    - ii. Location;
    - iii. Distress types; and
    - iv. Maintenance scheduled or performed.
  4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**31. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  4. Qualifications of engineering supervision and construction inspection personnel;
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure


- or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers.
33. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 “Grant Assurances” requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
James Harris (Oct 10, 2024 15:08 MDT)  
\_\_\_\_\_  
(Signature)

James Harris  
\_\_\_\_\_  
(Typed Name)

Airport Manager )  
\_\_\_\_\_  
(Title of FAA Official)

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated | October 10, 2024

City of Santa Fe

*(Name of Sponsor)*

LAYLA ARCHULETTA-MAESTAS  
LAYLA ARCHULETTA-MAESTAS (Oct 10, 2024 15:10 MDT)  
John Blair (Sep 16, 2024 10:28 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** | LAYLA ARCHULETTA-MAESTAS

*(Typed Name of Sponsor's Authorized Official)*

**Title:** | Deputy City Manager

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Agreement as of the date of the signature of below.

RATIFIED  
BY:

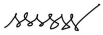


Alan Webber (Nov 4, 2024 12:13 MST)

ALAN WEBBER, MAYOR

DATE: Nov 4, 2024

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/30/2024

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**CERTIFICATE OF SPONSOR’S ATTORNEY**


I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of   New Mexico  . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By:  \_\_\_\_\_  
(Signature of Sponsor’s Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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***FOOTNOTES TO ASSURANCE (C)(1)***

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of Santa Fe), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of September 03, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

# GB\_Airport\_FAA Grant 065 Packet

Interim Agreement Report










2024-10-11

Created:	2024-10-10
By:	Kelly Bynon (kabyon@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAj0LI2E5eV0u6rqjKFCOPICDI4pOV9AG

## Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "GB\_Airport\_FAA Grant 065 Packet" History

-  Document created by Kelly Bynon (kabyon@santafenm.gov)  
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-  Document emailed to James Harris (jcharris@santafenm.gov) for signature  
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-  Document e-signed by James Harris (jcharris@santafenm.gov)  
Signature Date: 2024-10-10 - 9:08:58 PM GMT - Time Source: server- IP address: 174.231.19.114
-  Document emailed to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) for signature  
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-  Email viewed by LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov)  
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-  Document e-signed by LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov)  
Signature Date: 2024-10-10 - 9:10:30 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to evlujan@santafenm.gov for signature  
2024-10-10 - 9:10:31 PM GMT
-  Email viewed by evlujan@santafenm.gov  
2024-10-10 - 10:21:31 PM GMT- IP address: 104.47.64.254

**Signature:** XAVIER VIGIL  
XAVIER VIGIL (Nov 4, 2024 12:06 MST)

**Email:** xivigil@santafenm.gov










# 24-0639 United States Department of Transportation Federal Aviation Administration

Final Audit Report

2024-11-04

Created:	2024-11-04
By:	XAVIER VIGIL (xivigil@santafenm.gov)
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## "24-0639 United States Department of Transportation Federal Aviation Administration" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
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-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)  
Signature Date: 2024-11-04 - 7:06:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2024-11-04 - 7:06:31 PM GMT
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-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
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-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
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2024-11-04 - 8:36:45 PM GMT



The Purchasing Memo

Date: April 27, 2026

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: P. Fred Heerbrandt, P.E., Engineer Supervisor *P. Fred Heerbrandt, P.E.*

Via: Michael Dozier, Wastewater Management Division Director *M Dozier*

Subject: Trojan UV3000 Replacement Parts

Vendor Name: Trojan Technologies, Inc.

Munis Vendor Number: 10891

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a General Services Contract in the total amount of \$2,000,000 for Replacement Parts and Materials for a term of four (4) years with Trojan Technologies, Inc. We are planning on spending about \$500,000 a year counting from the date signed.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260379.

BACKGROUND AND SUMMARY:

This procurement, FY26-ITB-050, seeks to establish a source of supply for parts and materials for supporting the operation and maintenance of a Trojan UV3000 ultraviolet disinfection system, manufactured by Trojan Technologies, Inc. All parts shall be OEM-sourced or equivalent.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: WW-Treatment Plant/5000367

Munis Object Name/Number: Operating Supplies/530200

Budget Officer / Designee: *Andy Hopkins* Date: 04/28/2026

Budget Officer Comment/Exceptions: \_\_\_\_\_

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

ITB #FY26-ITB-050 was due on February 12, 2026. Two bids were received. One contract was awarded to

the lowest bidder, Trojan Technologies, Inc.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 04/29/2026

AP (Rev. 01.2020) (04/01/04/007) 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 with bid sheet

Bid Tab



## GENERAL SERVICES CONTRACT

### Trojan Technologies UV3000 Parts

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City,” and Trojan Technologies Corporation herein after referred to as the “Contractor.”

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. DEFINITIONS

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.
- D. "Fiscal Year Quarters" means the four three-month periods within the City’s fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

#### 2. SCOPE OF WORK

The Contractor shall supply Goods:

This procurement seeks to establish a source of supply for parts and materials supporting the operation and maintenance of a Trojan UV3000 ultraviolet disinfection system, manufactured by Trojan Technologies, Inc. All parts shall be OEM-sourced or equivalent. Vendor must stock and be able to supply any and all parts below with minimal lead times, attached as Exhibit A.

#### 3. COMPENSATION

- A. The City shall compensate the Contractor for the goods described in the Scope of Work, based on the itemized amounts and/or rates specified in Exhibit A. The City agrees to pay the Contractor a maximum amount of \$2,000,000 over the term of the contract.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. City shall pay Contractor interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance.

#### 4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature**. A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

#### 5. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, **upon written notice and after Contractor's failure to cure such default within fifteen business (15) days of receipt of notice**, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

#### 6. TERMINATION

A. Grounds. Either party may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body..

B. Notice: City Opportunity to Cure.

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

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

iii) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) after written notice and failure to cure within a reasonable period; if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.

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

## 7. AMENDMENT

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

B. If the City proposes an Amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within 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 the "Termination" Article herein, or to agree to the reduced funding.

## 8. STATUS OF CONTRACTOR

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

## 9. 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.

#### **10. 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.

#### **11. NON-COLLUSION**

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

#### **12. INSPECTION OF PLANT**

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

#### **13. COMMERCIAL WARRANTY**

The contractor warrants to the City that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. If Contractor breaches this warranty and the City notifies Contractor of such breach within 30 days of the end of the applicable warranty period, Contractor will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by City to Contractor for the nonconforming Goods and/or Services. City. The contractor expressly disclaim warranties of fitness for a particular purpose or merchantability.

**14. Intellectual Property; Information Technology; Privacy.** Contractor retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and City receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No City information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to City. To help ensure mutual compliance with applicable privacy laws, City will not provide to or share with Company any personal data or personally identifiable information.

#### **15. CONDITION OF PROPOSED ITEMS**

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

#### **16. RECORDS AND AUDIT**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to

audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

## **17. APPROPRIATIONS**

The terms of this Contract, and any orders placed under it, 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, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the 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.

## **18. RELEASE**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from **claims for payment, invoicing, or financial compensation** arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **19. CONFIDENTIALITY**

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

## **20. CONFLICT OF INTEREST**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this 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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to

the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

## **21. APPROVAL OF CONTRACTOR REPRESENTATIVES**

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

## **22. SCOPE OF CONTRACT; 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 the FY26-ITB-050 - Trojan Technologies UV3000 Parts and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

## **23. NOTICE**

The Procurement Code, 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 bribes, gratuities, and kickbacks.

## **24. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

## **25. INDEMNIFICATION**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees. Any and all indemnification obligations imposed upon Contractor are limited to the extent of those damages proportionately caused by Contractor's breach of the Agreement, negligence, wrongful conduct, or violations of law.

## **26. NEW MEXICO TORT CLAIMS ACT**

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

amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

## **27. 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.

## **28. LIMITATION OF LIABILITY**

The total Contractor's liability to the City, arising out of performance, nonperformance, or obligations in connection with the design, manufacture, sale, delivery, and/or use of Goods and/or Services in no circumstance includes any liquidated, penalty, incidental or consequential damages of any kind and shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to damages resulting from personal injury caused by the Contractor's negligence or willful misconduct.

## **28. INCORPORATION BY REFERENCE AND PRECEDENCE**

If this Contract has been procured pursuant to an invitation to bid, this Contract is derived from (1) the invitation to bid, (including any written clarifications to the invitation to bid and any City response to questions); and (2) the Contractor's response to the invitation to bid.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the invitation to bid, including attachments thereto and written responses to questions and written clarifications; and (4) the Contractor's response to the request for proposals.

## **29. 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.

## **30. INSPECTION**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

## **31. INSPECTION OF SERVICES**

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

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
  - i) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
  - ii) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:
  - i.) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - ii.) terminate the contract for default.

## 32. INSURANCE

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

- A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the

minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

### **33. IMPRACTICALITY OF PERFORMANCE**

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

### **34. 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.

### **35. 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.

### **36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

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

- i) give the Contractor prompt written notice within 48 hours of any claim;
- ii) allow the Contractor to control the defense of settlement of the claim; and
- iii) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

- i) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii) replace or modify the product or service so that it becomes non-infringing; or,
- iii) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

### **37. SURVIVAL**

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

### **38. DISCLOSURE REGARDING RESPONSIBILITY**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in the "Termination" Article of this Contract.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

**39. SUSPENSION, DELAY OR INTERRUPTION OF WORK**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor’s compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to the "Amendment" Article of this Contract.

**40. NOTIFICATION**

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

<p><b><u>To the City:</u></b>          Chief Procurement Officer  <a href="mailto:purchasing@santafenm.gov">purchasing@santafenm.gov</a>          PO Box 909          Santa Fe, NM 87504-0909</p>	<p><b><u>Dept:</u></b>          Wastewater          Engineer Supervisor          73 Paseo Real          Santa Fe, NM 87507  <a href="mailto:pfheerbrandt@santafenm.gov">pfheerbrandt@santafenm.gov</a>          (505) 955-4623</p>	<p><b><u>To the Contractor:</u></b>          Trojan Technologies Corporation          Graham Shuee          839 State Route 13          Cortland, NY 13045  <a href="mailto:mountainwestus@trojantechnologies.com">mountainwestus@trojantechnologies.com</a>          NA</p>
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Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

**41. SUCCESSION**


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

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

CITY OF SANTA FE:

CONTRACTOR:  
TROJAN TECHNOLOGIES CORPORATION

\_\_\_\_\_  
MICHAEL GARCIA, MAYOR

  
\_\_\_\_\_  
KEVIN SPEHR , VP, GLOBAL SALES

DATE: Apr 27, 2026

NMBTIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Marcos D. Martínez  
[Marcos D. Martínez \(Apr 27, 2026 12:58:34 MDT\)](#)

MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

  
ANDREA PHILLIPS (Apr 29, 2026 14:27:19 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

# EXHIBIT A

Bid Opening For Trojan Technologies UV 3000 Parts

Date: 02/12/2026

				Trojan Technologies Corp.
Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	20x23x1610 Doms Sleeves	1	Each	\$73.20
2	ABB Switch Disconnecter	1	Each	\$0.00
3	Ballast (Lamp Driver, 2x80W LP 120)	1	Each	\$330.75
4	Compression Spring	1	Each	\$.36
5	End Cap Assembly, 318625-001	1	Each	\$50.54
6	End Cap O-Rings (picture 3)	1	Each	\$.68
7	HG Lamp UV Bulbs G64T5LCA/2TC	1	Each	\$49.02
8	Communication Control Board, 8 Pin, 931154-08	1	Each	\$8,415.79
9	Communication Control Board, 16 Pin, 931154-16	2	Each	\$9,183.04
10	Communication Control Board, 24 Pin, 931154-24	1	Each	\$8,765.73
11	IC UV3 CCB Dal	1	Each	\$125.90
12	Lamp Holder, UV3 60"TEW RD	1	Each	\$23.40
13	Lamp Plugs Blue/Red Wires (pictures 1,2)	1	Each	\$143.81
14	MCB Kit UV/3PTP 8 Lamp	1	Each	\$1,200.20
15	Mini Link Plug Assym PVC Male 90 SSCoupler, 4 pin	1	Each	\$143.84
16	Mini Link Plug Assym PVC Male 90 SSCoupler, 6 pin	1	Each	\$0.00
17	Board Kit UV3/B MCB 8 Lamp	1	Each	\$0.00
18	O-Ring Sleeve	1	Each	\$.31
19	Receptacle Kit	1	Each	\$158.58
20	Relay Board Fuses (250v, 10 amp, slow blow)	1	Each	\$8.69
21	Relay Mother Board	1	Each	\$894.40
22	Sensor Adapter Board	1	Each	\$0.00
23	Sensor Assembly	1	Each	\$2,799.05
24	Sensor Cable	1	Each	\$143.84
25	Sleeve Cap Nut	1	Each	\$8.35
26	Terminal Block Ballast Assembly 91278-007	1	Each	\$22.26
27	Terminal Block Module Assembly, 912578-005	1	Each	\$0.00
28	TTF Sliding Gate EIM Actuator Board	1	Each	\$0.00
29	UV Yellow Plug	1	Each	\$0.00
30	ALC Weight	1	Each	\$118.37
	Discount off any parts not listed above. If no			
31	discount is given then enter "0" (zero) in the	1	Discount	\$5.00

Bid Opening For Trojan Technologies UV 3000 Parts  
 Date: 02/12/2026

				Trojan Technologies Corp.	Z&M Enterprise, LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
1	20x23x1610 Domed Sleeves	1	Each	\$73.20	\$28.00
2	ABB Switch Disconnecter	1	Each	\$0.00	\$269.00
3	Ballast (Lamp Driver, 2x80W LP 120)	1	Each	\$330.75	\$469.00
4	Compression Spring	1	Each	\$.36	\$12.00
5	End Cap Assembly, 318625-001	1	Each	\$50.54	\$207.00
6	End Cap O-Rings (picture 3)	1	Each	\$.68	\$12.00
7	HG Lamp UV Bulbs G64T5LCA/2TC	1	Each	\$49.02	\$28.00
8	Communication Control Board, 8 Pin, 931154-08	1	Each	\$8,415.79	\$12,426.00
9	Communication Control Board, 16 Pin, 931154-16	2	Each	\$9,183.04	\$13,209.00
10	Communication Control Board, 24 Pin, 931154-24	1	Each	\$8,765.73	\$14,106.00
11	IC UV3 CCB Dal	1	Each	\$125.90	\$228.00
12	Lamp Holder, UV3 60"TEW RD	1	Each	\$23.40	\$40.00
13	Lamp Plugs Blue/Red Wires (pictures 1,2)	1	Each	\$143.81	\$40.00
14	MCB Kit UV/3PTP 8 Lamp	1	Each	\$1,200.20	\$1,875.00
15	Mini Link Plug Assym PVC Male 90 SSCoupler, 4 pin	1	Each	\$143.84	\$268.00
16	Mini Link Plug Assym PVC Male 90 SSCoupler, 6 pin	1	Each	\$0.00	\$268.00
17	Board Kit UV3/B MCB 8 Lamp	1	Each	\$0.00	\$1,875.00
18	O-Ring Sleeve	1	Each	\$.31	\$1.00
19	Receptacle Kit	1	Each	\$158.58	\$242.00
20	Relay Board Fuses (250v, 10 amp, slow blow)	1	Each	\$8.69	\$0.00
21	Relay Mother Board	1	Each	\$894.40	\$1,208.00
22	Sensor Adapter Board	1	Each	\$0.00	\$0.00
23	Sensor Assembly	1	Each	\$2,799.05	\$4,380.00
24	Sensor Cable	1	Each	\$143.84	\$215.00
25	Sleeve Cap Nut	1	Each	\$8.35	\$15.00
26	Terminal Block Ballast Assembly 91278-007	1	Each	\$22.26	\$0.00
27	Terminal Block Module Assembly, 912578-005	1	Each	\$0.00	\$0.00
28	TTF Sliding Gate EIM Actuator Board	1	Each	\$0.00	\$677.00
29	UV Yellow Plug	1	Each	\$0.00	\$298.00
30	ALC Weight	1	Each	\$118.37	\$0.00
	Discount off any parts not listed above. If no				
31	discount is given then enter "0" (zero) in the	1	Discount	\$5.00	\$0.00
<b>Total</b>				<b>\$41,848.15</b>	<b>\$65,605.00</b>



## The Purchasing Memo

**Date:** April 27, 2026

**To:** Governing Body

**From:** Sebastian Gallegos, Airport Project Manager SFG 04/27/26

**Via:** Jimmy Gunn, Interim Airport Director JGunn  
James Garduno, Airport Project Manager JG

**Subject:** Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal

**Vendor Name:** Cassidy's Landscaping, Inc

**Vendor Number:** 8919

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### **ACTION:**

Request for Approval of a General Services Contract with Casidy's Landscaping, Inc in the Total Amount of \$1,081,875.00 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten (10) Years. (Sebastian Gallegos, Airport Project Manager, sfgallegos@santafenm.gov)

### **CONTRACT NUMBER:**

The FY26 Munis Contract Number is 3260407.

### **BACKGROUND AND SUMMARY:**

The Santa Fe Regional Airport serves as a critical transportation hub for northern New Mexico, supporting commercial air service, general aviation, and essential public services. As airport operations continue to grow, maintaining safe, accessible, and visually appealing facilities is essential to meeting regulatory requirements, operational standards, and passenger expectations. Due to the Airport's high-desert climate, seasonal conditions present unique maintenance challenges. During warmer months, routine landscaping is required to control vegetation growth, maintain clear sightlines, reduce wildlife attractants, and ensure compliance with FAA safety guidelines. Proper grounds maintenance also contributes to the overall aesthetic quality of the Airport, reinforcing a positive first impression for visitors and the traveling public. In winter months, snow and ice accumulation can significantly impact airfield operations, roadway access, and pedestrian safety. Timely and effective snow removal and ice control are critical to maintaining continuous operations, minimizing delays, and ensuring safe access to terminal facilities, parking areas, and support infrastructure. Rapid response is particularly important given the variability and unpredictability of winter weather events in the region. Establishing on-call landscaping and snow/ice control services provides the Airport with the flexibility to respond efficiently to changing conditions without maintaining a full-time, in-house workforce for these seasonal and event-driven needs. This approach ensures that qualified personnel and specialized equipment are readily available to support operational continuity, safety, and regulatory compliance throughout the year. Overall, procuring on-call services for landscaping and snow/ice control is a necessary and cost-effective measure to support the Airport's mission of providing safe, reliable, and high-quality service to the public.

**ATTACHMENTS:**

- General Services Contract
- Bid
- Certificate of Insurance
- Horizons Service List
- CPO Determination/Blanket List

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

Fund Name/Number: Various  
 Munis Org Name/Number: Various  
 Munis Object Name/Number: Various

Budget Officer/Designee: Andy Hopkins Date: 04/27/2026  
 Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was ITB# FY26-ITB-037

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 04/30/2026  
 CPO Comment/Exceptions: NMSA 1978 13-1-103

**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: \_\_\_\_\_

**Capital Asset or Project?**  Yes |  No

Project Ledger Number \_\_\_\_\_  
Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

**Signature:** SEBASTIAN GALLEGOS  
SEBASTIAN GALLEGOS (Apr 27, 2026 10:53:00 MDT)  
**Email:** sfgallegos@santafenm.gov

**Signature:** JAMES GARDUNO  
**Email:** jdgarduno@santafenm.gov

**Signature:**   
**Email:** jdgunn@santafenm.gov



**CITY OF SANTA FE**  
**GENERAL SERVICES CONTRACT**

**Santa Fe Reginal Airport Landscaping Maintenance and Snow  
Removal**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Cassidy's Landscaping herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Definitions**

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.
- D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

**2. Scope of Work**

The Contractor shall perform the following work:

This Scope of Work outlines year-round grounds maintenance services for The Santa Fe Regional Airport (“Airport”) to ensure that all landscaped and exterior areas of the airport are safe, attractive, well-maintained, and do not interfere with airport operations or security.

- The Contractor’s personnel must pass background checks and comply with TSA and Airport security regulations where required.
- All work will be conducted with minimal disruption to Airport operations, passengers, and staff.
- Work zones must be properly secured, with warning signage and coordination with Airport operations or facilities departments.

**A. Landscape and Irrigation Maintenance shall at a minimum meet the following criteria:**

- Remove low-hanging or dead branches that obstruct visibility, signage, or pose hazards to vehicles or pedestrians.
- Inspect and test all irrigation zones monthly during the operating season.
- Perform basic repairs (e.g., head adjustments, minor leaks).
- Coordinate major repairs with Airport facilities personnel.
- Collect and dispose of all plant litter, trash, or debris on each site visit.
- Remove trees [as directed by the Airport Director or the Airport Director’s designee \(“Airport Director”\)](#) using equipment and personnel experienced in working near sensitive infrastructure.
- Grind stumps 6–12 inches below grade unless otherwise directed.
- Backfill and restore disturbed areas with soil and seed or mulch.
- Provide 24/7 emergency response service for fallen or storm-damaged trees.
- Must respond within 4 hours of notification from Airport staff.
- Trim shrubs and ornamental grasses to maintain shape and safety clearance.
- Maintain beds free of litter, weeds, and encroachments.
- Apply herbicides and insecticides in accordance with FAA-approved materials lists and environmental guidelines.
- Prevent invasive vegetation near fencing [around the airfield](#), signage, and utilities.
- All sidewalks shall be blown off and cleared of all debris.
- Excavation and removal of [debris and fallen plant material](#) in and around buildings, roads and parking areas.
- Erosion control - when needed around buildings and airfield [and the fenceline around the airfield](#).

- Storm water management.
- Fine grading - all roads and parking areas not paved within the airport boundaries.
- Green waste/waste disposal - there is an onsite green waste disposal area.

**B. Snow and Ice Control shall at a minimum meet the following criteria:**

- Monitor weather forecasts and initiate pre-treatment with salt/brine for incoming winter weather.
- Plow and clear areas [outside the airfield fence](#) including parking lots, roadways, walkways, loading zones, employee access routes, and administrative building entries.
- Avoid snow discharge near stormwater inlets, fire hydrants, ADA ramps, or security gates.
- All pedestrian areas [shall be cleared](#) to bare pavement condition.
- Apply deicer to prevent refreezing.
- Use airport-approved, non-corrosive deicing products [as directed by the Airport Director](#).
- Do not use rock salt or chloride-based materials on concrete less than one year old or near sensitive infrastructure.
- Snow hauling off [of Airport property](#) must be approved in writing [by the Airport Director](#).

**C. Performance standards shall meet the following criteria:**

- Landscaped areas must appear healthy, weed-free, and professionally maintained.
- Snow and ice removal shall begin within 2 hours of event start or accumulation.
- No disruption to airport operations is permitted without prior [approval by the Airport Director, which shall not be unreasonably withheld or denied](#).

**D. Scheduling and Frequency:**

- Landscape and Irrigation Maintenance shall be conducted on an On-Call basis per the Airport's needs. [at least monthly, and more frequently as needed to comply with other standards set forth herein](#).
- Snow and Ice Control shall be conducted on an On-Call basis per the Airport's needs.

**3. Compensation**

A. Payment. The City shall compensate the Contractor based on the itemized amounts specified in Exhibit A.

For the services satisfactorily performed as described in the scope of work, the City agrees to pay the contractor an amount not to exceed \$1,000,000.00. The services in the contract include Gross Receipts Tax (GRT). The GRT on this contract is levied [pursuant to New Mexico law, currently](#) at the rate of

8.1875% equaling \$81,875.00. The total not to exceed compensation for the contract including GRT is \$1,081,875.00.

The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms. Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

#### **4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **ten (10) years from date of final signature**. A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

#### **5. Default and Force Majeure**

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

#### **6. Termination**

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

B. Notice: City Opportunity to Cure.

1. The City shall give the 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 Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to the "Appropriations" article, of this Contract.

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

## **7. Amendment**

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within 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 the "Termination" article herein, or to agree to the reduced funding.

## **8. Status of Contractor**

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

**9. 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.

**10. 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.

**11. Non-Collusion**

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

**12. Inspection of Plant**

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

**13. Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**14. Condition of Proposed Items**

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

**15. Records and Audit**

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

**16. Appropriations**

The terms of this Contract, and any orders placed under it, 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, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to

whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the 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.

**17. Release**

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

**18. 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 prior written approval by the City.

**19. Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

**20. Approval of Contractor Representatives**

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

**21. Scope of Contract; 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 the FY26-ITB-037 - Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

**22. Notice**

The Procurement Code, 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 bribes, gratuities, and kickbacks.

**23. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

**24. Indemnification**

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

**25. New Mexico Tort Claims Act**

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

**26. 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.

**27. Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to the "Indemnification" article of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

**28. Incorporation by Reference and Precedence**

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

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

**29. 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.

**30. Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

**31. Inspection of Services**

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

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

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

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

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

1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
2. reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
2. terminate the contract for default.

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

**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.

### **33. Impracticality of Performance**

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

### **34. 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.

### **35. 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.

### **36. Patent, Copyright and Trade Secret Indemnification**

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

1. give the Contractor prompt written notice within 48 hours of any claim;
2. allow the Contractor to control the defense of settlement of the claim; and
3. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

1. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2. replace or modify the product or service so that it becomes non-infringing; or,
3. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts,

which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

**37. Survival**

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

**38. Disclosure Regarding Responsibility**

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

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

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

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

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to the "Amendment" article of this Contract.

**40. Notification**

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

<b><u>To the City:</u></b> Sebastian Gallegos Project Manager 121 Aviation Drive Santa Fe, NM 87507 <a href="mailto:sfgallegos@santafenm.gov">sfgallegos@santafenm.gov</a> 505-695-3538	<b><u>To the Contractor:</u></b> Cassidy's Landscaping Inc Bill Cassidy 3901 Agua Fria, Santa Fe, NM 87507 <a href="mailto:bill@cassidyslandscaping.com">bill@cassidyslandscaping.com</a> 505-474-4500
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Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

**41. Succession**

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:  
CASSIDY'S LANDSCAPING INC.

\_\_\_\_\_  
MICHAEL GARCIA, MAYOR

  
\_\_\_\_\_  
Bill Cassidy (Apr 20, 2026 13:39:08 MDT)  
BILL CASSIDY, OWNER

DATE: Apr 20, 2026


ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

  
\_\_\_\_\_  
Kevin L. Nault (Apr 20, 2026 15:08:35 MDT)  
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
\_\_\_\_\_  
ANDREA PHILLIPS (Apr 30, 2026 17:16:48 MDT)  
ANDREA, PHILLIPS, INTERIM FINANCE DIRECTOR

**Exhibit A**

<b>Line Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
1	Brush Removal	1	Hourly	\$45.00
2	Line Trimming	1	Hourly	\$40.00
3	Pruning Herbaceous Plants	1	Hourly	\$45.00
4	Pruning Woody Plants	1	Hourly	\$45.00
5	Mowing	1	Hourly	\$40.00
6	Weed Eating	1	Hourly	\$40.00
8	Stump Grinding	1	Hourly	\$100.00
9	Tree Chipping	1	Hourly	\$100.00
10	Fertilization	1	Pound	\$2.00
11	Pre-Emergent Weed Control	1	Pound	\$150.00
12	Post-Emergent Weed Control	1	Pound	\$150.00
13	Tree Removal 1" - 3"	1	Each	\$100.00
14	Tree Removal, 4" - 7"	1	Each	\$275.00
15	Tree Removal 10" - 12"	1	Each	\$1,500.00
16	Hydro Seeding	1	Square Yard	\$3.06
17	Grading	1	Hourly	\$100.00
18	Back Filling	1	Hourly	\$100.00
19	Excavation and Removal	1	Hourly	\$200.00
20	Erosion Control	1	Hourly	\$100.00
21	Superintendent	1	Hourly	\$65.00
22	Superintendent Emergency/After Hours	1	Hourly	\$97.50
23	Foreman	1	Hourly	\$50.00
24	Foreman Emergency/After Hours	1	Hourly	\$75.00
25	Experienced Laborer	1	Hourly	\$45.00
26	Experienced Laborer Emergency/After Hours	1	Hourly	\$67.50
27	Laborer	1	Hourly	\$40.00
28	Laborer Emergency/After Hours	1	Hourly	\$60.00
29	Irrigation Spring Start-Up	1	Hourly	\$140.00
30	Irrigation Winter Shut-Off	1	Hourly	\$140.00
31	Snow Plow (On Truck)	1	Hourly	\$180.00
32	Snow Plow (On ATV/UTV)	1	Hourly	\$150.00
33	Shovel/snow blow pedestrian areas	1	Hourly	\$150.00
34	Ice Control - New Deal Deicer	1	Square Yard	\$1.50
35	Snow hauling off-site	1	Each	\$200.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/21/2026

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).

<b>PRODUCER</b> Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive  Santa Fe NM 87505	<b>CONTACT NAME:</b> Michael Latting <b>PHONE (A/C, No. Ext):</b> (505) 982-4302 <b>FAX (A/C, No):</b> (505) 989-9186 <b>E-MAIL ADDRESS:</b> sromero@danielsinsuranceinc.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Champlain Specialty Insurance Co</td> <td>16834</td> </tr> <tr> <td>INSURER B: New Mexico Mutual Casualty Compa</td> <td>40627</td> </tr> <tr> <td>INSURER C: Burlington Insurance Company</td> <td>23620</td> </tr> <tr> <td>INSURER D: National Indemnity Company</td> <td>20087</td> </tr> <tr> <td>INSURER E: Westchester Surplus Lines Insura</td> <td>10172</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Champlain Specialty Insurance Co	16834	INSURER B: New Mexico Mutual Casualty Compa	40627	INSURER C: Burlington Insurance Company	23620	INSURER D: National Indemnity Company	20087	INSURER E: Westchester Surplus Lines Insura	10172	INSURER F:
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<b>INSURED</b> Cassidys Landscaping, Inc.  3901 Agua Fria Rd  Santa Fe NM 875079202 (505) 474-4500														

**COVERAGES** SR **CERTIFICATE NUMBER:** Cert ID 40644 (266) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CSAR-CGL-0003773-02	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			70APB013369	01/14/2026	01/14/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ none			605BE10083-01	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	0099197.108	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			G48624959-002	06/01/2025	06/01/2026	Each Occurrence \$ 1,000,000
E	Pollution Liability			G48624959-002	06/01/2025	06/01/2026	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General Liability policy contains an Automatic Add'l Insd granted to the Cert Holder, on-going and completed operations, and Waiver of Subrogation are included per written contract. General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Automobile policy contains a blanket add'l insured granted to the cert-holder when required by written contract. Umbrella Liability follows form over the General Liability/Auto Liability/Employers Liability. ..

RE: Oncall Contract

<b>CERTIFICATE HOLDER</b>  City of Santa Fe  Po Box 909  Santa Fe NM 87504	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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**GALLEGOS, SEBASTIAN F.**

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**From:** Sandra Lucero <slucero@horizonsofnewmexico.org>  
**Sent:** Friday, July 18, 2025 10:56 AM  
**To:** GALLEGOS, SEBASTIAN F.  
**Cc:** Matt Loehman; Joseph Perez; gblock@horizonsofnewmexico.org  
**Subject:** Re: First right of refusal 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 Sebastian,

After some discussion we will respectfully decline inquiry.

We thank you for the opportunity and look forward to working with you in the future.

Have a wonderful weekend!

On Fri, Jul 18, 2025 at 10:42 AM GALLEGOS, SEBASTIAN F. <[sfgallegos@santafenm.gov](mailto:sfgallegos@santafenm.gov)> wrote:

Good morning, I just wanted to see if you had any update on this Inquiry?

*Thank you,*

*Sebastian Gallegos*

*Project Administrator*

*Santa Fe Regional Airport*

*121 Aviation Dr. Santa Fe, NM 87507*

*[sfgallegos@santafenm.gov](mailto:sfgallegos@santafenm.gov)*

*Cell 505-695-3538*

*Office*



**SANTA FE**  
**REGIONAL AIRPORT**

---

**From:** GALLEGOS, SEBASTIAN F.

**Sent:** Tuesday, July 15, 2025 4:28 PM

**To:** Matt Loehman <[mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)>; Joseph Perez <[jperez@horizonsofnewmexico.org](mailto:jperez@horizonsofnewmexico.org)>; Sandra Lucero <[slucero@horizonsofnewmexico.org](mailto:slucero@horizonsofnewmexico.org)>

**Subject:** First right of refusal inquiry

Good afternoon,

I would like to offer you the first right of refusal, please let me know.

Monthly Landscape Maintenance for new short term and long term

2

parking lots.

Rake and clean all common gravel. Weeds will be Check weekly.

A non-selective herbicide will be sprayed for densely weeded areas.

Sidewalks will be blown clear of leaves and debris

Shrubs will be trimmed as necessary to produce a neat and healthy appearance.

Trees will be trimmed as necessary to produce a neat and healthy appearance. This will be limited to fourteen feet tall and does not include major pruning.

#### Irrigation

All stations will be checked following service to look for:

1. Proper spray pattern
2. Timer operations
3. Broken lines
4. ON/OFF sequence
4. Line leaks
6. Valve operation

Activate in spring, shut down in fall.

Any malfunctions will be reported immediately.

order prior to commencement of our work.

#### Snow plowing

- A. Plow snow from parking lot, entrances and exits when more than Three inches Has accumulated.
- B. To combat the formation of ice uses Scoria. Scoria is not an ice melt, but acts like a non-skid and also has melting properties.
- C. Use ice melt that is safe for concrete however the use of ice melt over a period of time will affect concrete areas.



# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909  
[www.santafenm.gov](http://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](mailto: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



## The Purchasing Memo

**Date:** April 27, 2026

**To:** Governing Body

**From:** Sebastian Gallegos, Airport Project Manager SFG 4/27/26

**Via:** Jimmy Gunn, Interim Airport Director JGunn  
James Garduno, Airport Project Manager JG

**Subject:** Santa Fe Regional Airport Landscaping Maintenance and Snow Removal

**Vendor Name:** Mark A. Lopez Development

**Vendor Number:** 11376

---

### **ACTION:**

Request for Approval of a General Services Contract with Mark A. Lopez Development in the Total Amount of \$1,081,875.00 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten (10) Years. (Sebastian Gallegos, Airport Project Manager, sfgallegos@santafenm.gov)

### **CONTRACT NUMBER:**

The FY26 Munis Contract Number is 3260399.

### **BACKGROUND AND SUMMARY:**

The Santa Fe Regional Airport serves as a critical transportation hub for northern New Mexico, supporting commercial air service, general aviation, and essential public services. As airport operations continue to grow, maintaining safe, accessible, and visually appealing facilities is essential to meeting regulatory requirements, operational standards, and passenger expectations. Due to the Airport's high-desert climate, seasonal conditions present unique maintenance challenges. During warmer months, routine landscaping is required to control vegetation growth, maintain clear sightlines, reduce wildlife attractants, and ensure compliance with FAA safety guidelines. Proper grounds maintenance also contributes to the overall aesthetic quality of the Airport, reinforcing a positive first impression for visitors and the traveling public. In winter months, snow and ice accumulation can significantly impact airfield operations, roadway access, and pedestrian safety. Timely and effective snow removal and ice control are critical to maintaining continuous operations, minimizing delays, and ensuring safe access to terminal facilities, parking areas, and support infrastructure. Rapid response is particularly important given the variability and unpredictability of winter weather events in the region. Establishing on-call landscaping and snow/ice control services provides the Airport with the flexibility to respond efficiently to changing conditions without maintaining a full-time, in-house workforce for these seasonal and event-driven needs. This approach ensures that qualified personnel and specialized equipment are readily available to support operational continuity, safety, and regulatory compliance throughout the year. Overall, procuring on-call services for landscaping and snow/ice control is a necessary and cost-effective measure to support the Airport's mission of providing safe, reliable, and high-quality service to the public.

**ATTACHMENTS:**

- General Services Contract Bid
- Certificate of Insurance
- Horizons Service List
- CPO Determination/Blanket List

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

Fund Name/Number: Various  
 Munis Org Name/Number: Various  
 Munis Object Name/Number: Various

Budget Officer/Designee: Andy Hopkins Date: 04/27/2026  
 Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was ITB# FY26-ITB-037

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 04/30/2026  
 CPO Comment/Exceptions: \_\_\_\_\_

APR 27, 2026 12:52:44 PM EDT

**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: \_\_\_\_\_

**Capital Asset or Project?**  Yes |  No

Project Ledger Number \_\_\_\_\_  
Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

**Signature:** SEBASTIAN GALLEGOS  
SEBASTIAN GALLEGOS (Apr 27, 2026 08:44:23 MDT)  
**Email:** sfgallegos@santafenm.gov

**Signature:** JAMES GARDUNO  
**Email:** jdgarduno@santafenm.gov

**Signature:**   
**Email:** jdgunn@santafenm.gov



**CITY OF SANTA FE**  
**GENERAL SERVICES CONTRACT**

**Santa Fe Reginal Airport Landscaping Maintenance and Snow  
Removal**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Mark A. Lopez Development Inc. herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Definitions**

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.
- D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

**2. Scope of Work**

The Contractor shall perform the following work:

This Scope of Work outlines year-round grounds maintenance services for The Santa Fe Regional Airport (“Airport”) to ensure that all landscaped and exterior areas of the airport are safe, attractive, well-maintained, and do not interfere with airport operations or security.

- The Contractor’s personnel must pass background checks and comply with TSA and Airport security regulations where required.
- All work will be conducted with minimal disruption to Airport operations, passengers, and staff.
- Work zones must be properly secured, with warning signage and coordination with Airport operations or facilities departments.

**A. Landscape and Irrigation Maintenance shall at a minimum meet the following criteria:**

- Remove low-hanging or dead branches that obstruct visibility, signage, or pose hazards to vehicles or pedestrians.
- Inspect and test all irrigation zones monthly during the operating season.
- Perform basic repairs (e.g., head adjustments, minor leaks).
- Coordinate major repairs with Airport facilities personnel.
- Collect and dispose of all plant litter, trash, or debris on each site visit.
- Remove trees [as directed by the Airport Director or the Airport Director’s designee \(“Airport Director”\)](#) using equipment and personnel experienced in working near sensitive infrastructure.
- Grind stumps 6–12 inches below grade unless otherwise directed.
- Backfill and restore disturbed areas with soil and seed or mulch.
- Provide 24/7 emergency response service for fallen or storm-damaged trees.
- Must respond within 4 hours of notification from Airport staff.
- Trim shrubs and ornamental grasses to maintain shape and safety clearance.
- Maintain beds free of litter, weeds, and encroachments.
- Apply herbicides and insecticides in accordance with FAA-approved materials lists and environmental guidelines.
- Prevent invasive vegetation near fencing [around the airfield](#), signage, and utilities.
- All sidewalks shall be blown off and cleared of all debris.
- Excavation and removal of [debris and fallen plant material](#) in and around buildings, roads and parking areas.
- Erosion control - when needed around buildings and airfield [and the fenceline around the airfield](#).

- Storm water management.
- Fine grading - all roads and parking areas not paved within the airport boundaries.
- Green waste/waste disposal - there is an onsite green waste disposal area.

**B. Snow and Ice Control shall at a minimum meet the following criteria:**

- Monitor weather forecasts and initiate pre-treatment with salt/brine for incoming winter weather.
- Plow and clear areas [outside the airfield fence](#) including parking lots, roadways, walkways, loading zones, employee access routes, and administrative building entries.
- Avoid snow discharge near stormwater inlets, fire hydrants, ADA ramps, or security gates.
- All pedestrian areas [shall be cleared](#) to bare pavement condition.
- Apply deicer to prevent refreezing.
- Use airport-approved, non-corrosive deicing products [as directed by the Airport Director](#).
- Do not use rock salt or chloride-based materials on concrete less than one year old or near sensitive infrastructure.
- Snow hauling off [of Airport property](#) must be approved in writing [by the Airport Director](#).

**C. Performance standards shall meet the following criteria:**

- Landscaped areas must appear healthy, weed-free, and professionally maintained.
- Snow and ice removal shall begin within 2 hours of event start or accumulation.
- No disruption to airport operations is permitted without prior [approval by the Airport Director, which shall not be unreasonably withheld or denied](#).

**D. Scheduling and Frequency:**

- Landscape and Irrigation Maintenance shall be conducted on an On-Call basis per the Airport's needs.
- Snow and Ice Control shall be conducted on an On-Call basis per the Airport's needs.

**3. Compensation**

A. Payment. The City shall compensate the Contractor based on the itemized amounts specified in Exhibit A.

For the services satisfactorily performed as described in the scope of work, the City agrees to pay the contractor an amount not to exceed \$1,000,000.00. The services in the contract include Gross Receipts Tax (GRT). The GRT on this contract is levied [pursuant to New Mexico law, currently](#) at the rate of 8.1875% equaling \$81,875.00. The total not to exceed compensation for the contract including GRT is \$1,081,875.00.

The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. **Invoicing and Payment Terms.** Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

#### **4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **ten (10) years from date of final signature**. A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

#### **5. Default and Force Majeure**

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

#### **6. Termination**

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

B. Notice: City Opportunity to Cure.

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

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

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

## **7. Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within 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 the "Termination" article herein, or to agree to the reduced funding.

## **8. Status of Contractor**

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

## **9. 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.

**10. 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.

**11. Non-Collusion**

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

**12. Inspection of Plant**

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

**13. Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**14. Condition of Proposed Items**

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

**15. Records and Audit**

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

**16. Appropriations**

The terms of this Contract, and any orders placed under it, 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, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City

proposes an amendment to the 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.

**17. Release**

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

**18. 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 prior written approval by the City.

**19. Conflict of Interest**

- 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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in paragraphs A and B of this article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**20. Approval of Contractor Representatives**

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

**21. Scope of Contract; 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 the FY26-ITB-037 - Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

**22. Notice**

The Procurement Code, 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 bribes, gratuities, and kickbacks.

**23. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

**24. Indemnification**

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

**25. New Mexico Tort Claims Act**

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

**26. 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.

**27. Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to the "Indemnification" article of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

**28. Incorporation by Reference and Precedence**

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

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

**29. 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.

**30. Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

**31. Inspection of Services**

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

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

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

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

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

1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
2. reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
2. terminate the contract for default.

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

**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.

### **33. Impracticality of Performance**

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

### **34. 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.

### **35. 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.

### **36. Patent, Copyright and Trade Secret Indemnification**

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

1. give the Contractor prompt written notice within 48 hours of any claim;
2. allow the Contractor to control the defense of settlement of the claim; and
3. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

1. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2. replace or modify the product or service so that it becomes non-infringing; or,
3. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts,

which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

### **37. Survival**

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

### **38. Disclosure Regarding Responsibility**

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

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

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

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

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to the "Amendment" article of this Contract.

**40. Notification**

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

<b><u>To the City:</u></b> Sebastian Gallegos Project Manager 121 Aviation Drive Santa Fe, NM 87507 <a href="mailto:sfgallegos@santafenm.gov">sfgallegos@santafenm.gov</a> 505-695-3538	<b><u>To the Contractor:</u></b> Mark A. Lopez Development Inc David Montoya 1716 2nd Street david@mldvets.com 303-999-9201
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Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

**41. Succession**

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:  
MARK A. LOPEZ DEVELOPMENT INC.

\_\_\_\_\_  
MICHAEL GARCIA, MAYOR

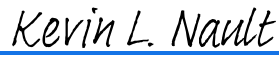
  
\_\_\_\_\_  
David Montoya (Apr 16, 2026 09:22:59 MDT)  
DAVID MONTOYA, PRESIDENT

DATE: Apr 16, 2026

ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

  
\_\_\_\_\_  
Kevin L. Nault (Apr 16, 2026 10:46:47 MDT)  
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
\_\_\_\_\_  
ANDREA PHILLIPS (Apr 30, 2026 17:18:01 MDT)  
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

**Exhibit A**

<b>Line Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
1	Brush Removal	1	Hourly	\$65.00
2	Line Trimming	1	Hourly	\$50.00
3	Pruning Herbaceous Plants	1	Hourly	\$48.00
4	Pruning Woody Plants	1	Hourly	\$68.00
5	Mowing	1	Hourly	\$80.00
6	Weed Eating	1	Hourly	\$52.00
8	Stump Grinding	1	Hourly	\$225.00
9	Tree Chipping	1	Hourly	\$120.00
10	Fertilization	1	Pound	\$1.50
11	Pre-Emergent Weed Control	1	Pound	\$5.00
12	Post-Emergent Weed Control	1	Pound	\$5.00
13	Tree Removal 1" - 3"	1	Each	\$150.00
14	Tree Removal, 4" - 7"	1	Each	\$475.00
15	Tree Removal 10" - 12"	1	Each	\$1,200.00
16	Hydro Seeding	1	Square Yard	\$1.50
17	Grading	1	Hourly	\$125.00
18	Back Filling	1	Hourly	\$95.00
19	Excavation and Removal	1	Hourly	\$150.00
20	Erosion Control	1	Hourly	\$150.00
21	Superintendent	1	Hourly	\$78.00
22	Superintendent Emergency/After Hours	1	Hourly	\$120.00
23	Foreman	1	Hourly	\$65.00
24	Foreman Emergency/After Hours	1	Hourly	\$95.00
25	Experienced Laborer	1	Hourly	\$48.00
26	Experienced Laborer Emergency/After Hours	1	Hourly	\$75.00
27	Laborer	1	Hourly	\$32.00
28	Laborer Emergency/After Hours	1	Hourly	\$50.00
29	Irrigation Spring Start-Up	1	Hourly	\$95.00
30	Irrigation Winter Shut-Off	1	Hourly	\$85.00
31	Snow Plow (On Truck)	1	Hourly	\$150.00
32	Snow Plow (On ATV/UTV)	1	Hourly	\$95.00
33	Shovel/snow blow pedestrian areas	1	Hourly	\$85.00
34	Ice Control - New Deal Deicer	1	Square Yard	\$1.00
35	Snow hauling off-site	1	Each	\$500.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2026

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).

<b>PRODUCER</b> Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742  License#: 0F82764 MARKALO-02	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 877-308-9663 <b>FAX (A/C, No):</b> 916-503-6271 <b>E-MAIL ADDRESS:</b> info@inszoneins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> United Fire & Casualty Company      13021 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 453326702


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			60395148	9/3/2025	9/3/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <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			60395148	9/3/2025	9/3/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	equipment floater			60395148	9/3/2025	9/3/2026	Scheduled equipment 365,000 Unscheduled equipment 10,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe PO Box 909 Santa Fe NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**GALLEGOS, SEBASTIAN F.**

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**From:** Sandra Lucero <slucero@horizonsofnewmexico.org>  
**Sent:** Friday, July 18, 2025 10:56 AM  
**To:** GALLEGOS, SEBASTIAN F.  
**Cc:** Matt Loehman; Joseph Perez; gblock@horizonsofnewmexico.org  
**Subject:** Re: First right of refusal 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 Sebastian,

After some discussion we will respectfully decline inquiry.

We thank you for the opportunity and look forward to working with you in the future.

Have a wonderful weekend!

On Fri, Jul 18, 2025 at 10:42 AM GALLEGOS, SEBASTIAN F. <[sfgallegos@santafenm.gov](mailto:sfgallegos@santafenm.gov)> wrote:

Good morning, I just wanted to see if you had any update on this Inquiry?

*Thank you,*

*Sebastian Gallegos*

*Project Administrator*

*Santa Fe Regional Airport*

*121 Aviation Dr. Santa Fe, NM 87507*

*[sfgallegos@santafenm.gov](mailto:sfgallegos@santafenm.gov)*

*Cell 505-695-3538*

*Office*



**SANTA FE**  
**REGIONAL AIRPORT**

---

**From:** GALLEGOS, SEBASTIAN F.

**Sent:** Tuesday, July 15, 2025 4:28 PM

**To:** Matt Loehman <[mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)>; Joseph Perez <[jperez@horizonsofnewmexico.org](mailto:jperez@horizonsofnewmexico.org)>; Sandra Lucero <[slucero@horizonsofnewmexico.org](mailto:slucero@horizonsofnewmexico.org)>

**Subject:** First right of refusal inquiry

Good afternoon,

I would like to offer you the first right of refusal, please let me know.

Monthly Landscape Maintenance for new short term and long term

2

parking lots.

Rake and clean all common gravel. Weeds will be Check weekly.

A non-selective herbicide will be sprayed for densely weeded areas.

Sidewalks will be blown clear of leaves and debris

Shrubs will be trimmed as necessary to produce a neat and healthy appearance.

Trees will be trimmed as necessary to produce a neat and healthy appearance. This will be limited to fourteen feet tall and does not include major pruning.

#### Irrigation

All stations will be checked following service to look for:

1. Proper spray pattern 2. Timer operations
3. Broken lines 4. ON/OFF sequence
4. Line leaks 6. Valve operation

Activate in spring, shut down in fall.

Any malfunctions will be reported immediately.

order prior to commencement of our work.

Snow plowing

- A. Plow snow from parking lot, entrances and exits when more than Three inches Has accumulated.
- B. To combat the formation of ice uses Scoria. Scoria is not an ice melt, but acts like a non-skid and also has melting properties.
- C. Use ice melt that is safe for concrete however the use of ice melt over a period of time will affect concrete areas.



# City of Santa Fe, New Mexico

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

[www.santafenm.gov](http://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](mailto: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:**

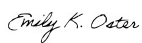
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent 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

## The Purchasing Memo

**Date:** April 8, 2026

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

**From:** Kristen Woods, Youth and Family Services Program Manager *KRISTEN WOODS*  
KRISTEN WOODS (Apr 8, 2026 11:16:00 MDT)

**Via:** Manuel Sanchez, Interim Community Services Department Director *Manuel Sanchez*  
Manuel Sanchez (Apr 16, 2026 10:49:15 MDT)

Lia Salaverry, Youth and Family Services Division Director *Lia Salaverry*

Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

**Subject:** St. Elizabeth's Shelter Corporation Homeless Services Contract Amendment 1

**Vendor Name:** St. Elizabeth's Shelter Corporation

**Munis Vendor Number:** 1552

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### ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Professional Service Contract Item # 25-0451 with St. Elizabeth's Shelter Corporation for Homeless Services to Increase the Amount of Compensation by a Total of \$45,000 on Year One of the Contract and Adding a Second Year to the Contract in the Amount of \$295,000. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

### CONTRACT NUMBER:

The FY26 Munis contract number is 3260013

### BACKGROUND AND SUMMARY:

RFP 25315 was released to identify organizations supporting Homeless individuals in Santa Fe. St. Elizabeth's Shelter was selected for contract 3260013 for support of Santa Fe Suites Operations. Santa Fe Suites offers permanent housing for over 120 people. They have requested an increase to the contract for rental support for their clients. This Amendment will continue our partnership with St. Elizabeth's and ensure those who found stability at Santa Fe Suites will remain stable.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

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

**Munis Org Name/Number:** Human Services/2400122

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

**Budget Officer / Designee:** Andy Hopkins **Date:** 04/24/2026

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

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

This was procured through MUNIS RFP# 25135.

**Chief Procurement Officer (CPO)/Designee:** Johanna Lovato Montano **Date:** 04/24/2026

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

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

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

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

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

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

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

**Vehicles included?**  Yes |  No

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENTS:**

**Original contract packet**





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

**Contract # 3260013**

**Original City Clerk Item Number: 25-0451**

Aid in providing resources to recently homeless individuals

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 9/29/2025 (the "Contract"), between the City of Santa Fe (the "City") and St. Elizabeth Shelter Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECTIALS**

- A. Under the terms of the Contract, Contractor has agreed to provide resource aid to recently homeless individuals.
- B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

**1. COMPENSATION**

Article 3 of the Contract is amended to increase the amount of compensation by a total of \$45,000 on year one of the Contract, and adding a second year on the Contract in the amount of \$295,000 so that Article 3 reads in its entirety as follows:

- A. Payment. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of five hundred and ninety thousand dollars (\$590,000.00) for the services described in the scope of work. The not to exceed total compensation of \$590,000.

**3. TERM**

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

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30<sup>th</sup>, 2027.

**4. NOTICES**

Article 28 of the contract shall be deleted in its entirety and replaced with the following. Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

<b><u>To the City:</u></b> Chief Procurement Officer <a href="mailto:purchasing@santafenm.gov">purchasing@santafenm.gov</a> PO Box 909 Santa Fe, NM 87504-0909	Community Services Admin Youth and Family Services Division 119 E Marcy Street Santa Fe, NM 87501 505-955-6678	<b><u>To the Contractor:</u></b> St. Elizabeths Shelter Corporation Executive Director Nicholas Svetnicka 804 Alarid Street, Santa Fe, NM 87505 505-982-6611
--	--	--

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

**5. CONTRACT IN FULL FORCE**

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

ST. ELIZABETH SHELTER CORPORATION

\_\_\_\_\_  
MICHAEL GARCIA, MAYOR

Nicholas Svetnicka  
Nicholas Svetnicka (Apr 7, 2026 16:30:45 MDT)  
NICHOLAS SVETNICKA, EXECUTIVE DIRECTOR

DATE: Apr 7, 2026

NMBTIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY’S OFFICE:

Ruby Crews  
Ruby Crews (Apr 7, 2026 16:43:37 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips  
ANDREA PHILLIPS (May 1, 2026 16:20:37 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR









# St Elizabeth Contract Amendment 1

Final Audit Report

2026-04-07

Created:	2026-04-07
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATLjVyc7zD28VPJqmg8MbEkwAZpJ5BWYF

## "St Elizabeth Contract Amendment 1" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
2026-04-07 - 8:35:17 PM GMT- IP address: 63.232.20.2
-  Document emailed to Nicholas Svetnicka (nsvetnicka@steshelter.org) for signature  
2026-04-07 - 8:37:37 PM GMT
-  Email viewed by Nicholas Svetnicka (nsvetnicka@steshelter.org)  
2026-04-07 - 10:00:27 PM GMT- IP address: 96.64.150.157
-  Document e-signed by Nicholas Svetnicka (nsvetnicka@steshelter.org)  
Signature Date: 2026-04-07 - 10:30:45 PM GMT - Time Source: server- IP address: 96.64.150.157
-  Document emailed to Ruby Crews (racrews@santafenm.gov) for signature  
2026-04-07 - 10:30:47 PM GMT
-  Email viewed by Ruby Crews (racrews@santafenm.gov)  
2026-04-07 - 10:43:24 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Ruby Crews (racrews@santafenm.gov)  
Signature Date: 2026-04-07 - 10:43:37 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2026-04-07 - 10:43:37 PM GMT



March 9, 2026

**Board of Directors**

Marcel Legendre  
*President*

Dan Nickelson  
*Vice President/Secretary*

Dave Merriman  
*Treasurer*

*Members*

Tonja Abeyta

Sam Baca

Kristin Carmichael

Kate Carswell

Larry Martinez

Sunil Sakhalkar

Kathryn Ugoretz

Ann Yalman

*Ex-Officio*

Martin Ruybalid

*Executive Director*

Kristen Woods  
City of Santa Fe  
krwoods@santafenm.gov

Dear Kristen;

We are requesting an additional \$48,000 to be added to the original \$250,000 Homeless Services grant that was funded for salaries and operating costs for St. Elizabeth Shelter staff to provide needed supportive services to the residents at Santa Fe Suites. If approved, we would like to extend our now overall \$298,000 contract to provide homeless services for an additional year through June 30, 2027.

As you know, while St. Elizabeth operates this program, the property itself is owned by Community Solutions, based in New York. In previous years Community Solutions had paid all expenses for program staff, but this arrangement ended in March 2025. Given this, St. Elizabeth applied for a \$250,000 grant to cover annual staffing costs from the Community Health and Safety Department and was fortunate to receive the funding.

But this grant was to complement our other \$250,000 request to the City's Affordable Housing Trust Fund that we had received in previous years to offset rental costs for many formerly homeless individuals living at Santa Fe Suites. For several years these grants had enabled these still indigent residents to maintain their housing and continue living there with the assistance of St. Elizabeth staff. Some residents needed assistance for only one month, others without income for all year. Last year, 76 residents were able to maintain their housing due to these funds.

Unfortunately, we did not receive funding for the current year. As a result, we were faced with a serious conundrum – do we allow these already traumatized people to be evicted and return to homelessness or do we use other organizational funds, including from the Homeless Services grant, to pay the rents and enable them to keep living in their apartments.

We chose the second course, and while it is the humanitarian option it has caused serious financial hardship for the organization. Simply put, we can no longer continue providing this assistance and ask the City to augment the original Homeless Services grant with an additional \$48,000 to cover these residents' rental costs for the remainder of the fiscal year.

Sincerely,

804 Alarid Street  
Santa Fe, NM 87505  
(505) 982-6611

Fax (505) 982-5347  
info@steshelter.org  
www.steshelter.org

Martin Ruybalid  
Executive Director



## The Purchasing Memo

**Date:** August 12, 2025

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

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

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

**Subject:** St. Elizabeth's Shelter Corporation Homeless Services

**Vendor Name:** St. Elizabeth's Shelter Corporation

**Munis Vendor Number:** 1552

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### ITEM AND ISSUE:

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

### CONTRACT NUMBER:

The FY26 Munis contract number is 3260013

### BACKGROUND AND SUMMARY:

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

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

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

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**The funding source is split:**

**\$130,000:**

**Fund Name/Number: Community Development Fund/Fund 240**

**Munis Org Name/Number: Community Services/2400122**

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

**\$120,000:**

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

**Munis Org Name/Number: Community Services/1001001**

**Munis Object Name/Number: Service Contracts/ 510310**

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

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

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

**This was procured through MUNIS RFP #25135.**

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

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

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

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

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

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

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

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

**Vehicles included?**  Yes |  No

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENTS:**

Horizons declination

CPO Service Determination Email

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

Procurement document: RFP

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

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

Professional Services Contract

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/6/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	<b>CONTACT NAME:</b> CONRAD SCHOTT <b>PHONE (A/C, No, Ext):</b> (505) 983-7329 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (505) 986-6116
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	<b>INSURER A:</b> PHILADELPHIA INDEMNITY INS CO	
	<b>INSURER B:</b> NEW MEXICO MUTUAL CASUALTY	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2019-01      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	Y	PHPK2632478	12/14/2024	12/14/2025	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	11253.131	01/05/2025	01/05/2026	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

<b>CERTIFICATE HOLDER</b>  CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

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

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-102; and

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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

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

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

system effectivity.:

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

## 2. Standard of Performance; Licenses

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

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

## 3. Compensation

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

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

**PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE CITY. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

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

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

## 4. Term

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

## **5. Termination**

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

## **6. Appropriations**

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

## **7. Status of Contractor**

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

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

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

Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

#### **14. Amendment**

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

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

#### **15. Entire Agreement.**

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

#### **16. Merger**

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

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

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

#### **17. Penalties for violation of law**

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

#### **18. Equal Opportunity Compliance**

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

**19. Applicable Law**

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

**20. Workers Compensation**

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

**21. Professional Liability Insurance**

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

**22. Other Insurance**

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

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

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

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

**23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

**24. Indemnification**

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

**25. New Mexico Tort Claims Act**

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

**26. Invalid Term or Condition**

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

**27. Enforcement of Contract**

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

**28. Notices**

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

To the City: Kristen Woods, [krwoods@santafenm.gov](mailto:krwoods@santafenm.gov)

To the Contractor: Martin Ruybalid, [director@steshelter.org](mailto:director@steshelter.org), 505-982,6611 x 107

**29. Authority**

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

**30. Non-Collusion**

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

**31. Default/Breach**

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

**32. Equitable Remedies**

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

**33. Default and Force Majeure**

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

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

CITY OF SANTA FE:

CONTRACTOR:

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


  
Martin Ruybalid (Jun 19, 2025 09:19 MD1)  
MARTIN RUYBALID, Director

DATE: 06/19/2025

NMBTIN#: 85-0347650

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

ATTEST:

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

*ASU*

GB MTG 09-24-25

CITY ATTORNEY'S OFFICE:

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

APPROVED FOR FINANCES:

  
FINANCE DIRECTOR

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

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

Good afternoon,

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

Best regards,

Matt

**Matt Loehman**  
**Executive Director**

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

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

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

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

Good Afternoon,

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

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

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

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division

Community Health and Safety Department

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



CITY OF SANTA FE

\*Disclaimer: This message and any attachments are intended for the use of the addresses(s) only and may be confidential and/or legally privileged. If the reader is not the intended recipient, DO NOT READ, notify sender and delete this message. In addition, be aware that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. The contents of this message, while possibly falling under the exceptions of the Inspection of Public Records ACT [NMSA Chapter 14, Article2] may be subject to inspection by the public.



[Book time to meet with me](#)

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

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Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - [ereview@santafenm.gov](mailto:ereview@santafenm.gov)
  - Vehicles – [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)
  - Grants - [mtbonifer@santafenm.gov](mailto:mtbonifer@santafenm.gov); [cmthompson@santafenm.gov](mailto:cmthompson@santafenm.gov)
  - Facilities, Furniture, Fixture, Equipment - [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)
  - Emergency Related Purchases - [bgwilliams@santafenm.gov](mailto:bgwilliams@santafenm.gov)
- -Asset over \$5k - [lmstorey@santafenm.gov](mailto:lmstorey@santafenm.gov)
- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented [procedures/laws/rules](#) are followed. \_
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper

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

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - <https://naspo.valuepoint.org/categories/>
  - <https://www.omniapartners.com/publicsector/contracts>
  - <https://www.buyboard.com/home.aspx>
  - <https://www.h-gac.com/Home>
  - <https://www.gsa.library.gsa.gov/>
  - <https://www.sourcewell-mn.gov/contract-search>
  
- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
  - And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

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

Regards,

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

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

Internal Link: [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)



More Procurement, less drama ~ John Blair

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**From:** WOODS, KRISTEN R. <krwoods@santafenm.gov>  
**Sent:** Friday, October 4, 2024 10:18 AM  
**To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>  
**Subject:** Determination Request

Good Morning Travis!

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

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

The work includes:

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

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

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division

Community Health and Safety Department

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

-



CITY OF SANTA FE

\*Disclaimer: This message and any attachments are intended for the use of the addresses(s) only and may be confidential and/or legally privileged. If the reader is not the intended recipient, DO NOT READ, notify sender and delete this message. In addition, be aware that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. The contents of this message, while possibly falling under the exceptions of the Inspection of Public Records ACT [NMSA Chapter 14, Article2] may be subject to inspection by the public.

**Signature:** 

**Email:** xivigil@santafenm.gov












# GB-ST.E\_Amend\_1\_Packet

Final Audit Report

2026-05-01

Created:	2026-04-24
By:	AP (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAakP2EyzOXNN0u3VOFPZtw67hKboryPiN8

## "GB-ST.E\_Amend\_1\_Packet" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)  
2026-04-24 - 7:13:00 PM GMT- IP address: 50.228.218.220
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling  
2026-04-24 - 7:15:07 PM GMT
-  Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP  
2026-04-24 - 7:15:20 PM GMT- IP address: 50.228.218.220
-  Form filled by AP (aeperez@santafenm.gov)  
Form filling Date: 2026-04-24 - 7:15:22 PM GMT - Time Source: server- IP address: 50.228.218.220
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature  
2026-04-24 - 7:15:24 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)  
2026-04-24 - 7:17:13 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)  
Signature Date: 2026-04-24 - 7:18:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2026-04-24 - 7:18:08 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2026-04-24 - 9:46:57 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)  
Signature Date: 2026-04-24 - 9:48:24 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature  
2026-04-24 - 9:48:29 PM GMT

 Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2026-04-27 - 8:43:50 PM GMT- IP address: 174.218.17.103

 Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2026-04-28 - 10:02:46 PM GMT- IP address: 174.218.16.142

 Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-05-01 - 10:20:37 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2026-05-01 - 10:20:37 PM GMT



The Purchasing Memo

Date: April 13, 2026

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

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

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

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

Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

Subject: Contract Amendment Christ Lutheran Church Homeless services

Vendor Name: CHRIST LUTHERAN CHRUCH

Munis Vendor Number: 10283

ITEM AND ISSUE:

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

CONTRACT NUMBER:

The Munis contract number is 3260015

BACKGROUND AND SUMMARY:

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

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

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

B. Expanding Food Pantry Services

- a. Capacity Expansion
- b. Community Partnerships

C. Enhancing Resident Support and Programming

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

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

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** Community Development Fund/Fund 240

**Munis Org Name/Number:** Community Services/ 2400122

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

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

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

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

This was procured through MUNIS RFP #25135.

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

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

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

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

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

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

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

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

**Vehicles included?**  Yes |  No

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENTS:**

Original contract packet (with previous contract amendments)



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

**Contract # 3260013**

**Original City Clerk Item Number: 25-0364**

Aid in providing resources to recently homeless individuals

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 8/08/2025 (the "Contract"), between the City of Santa Fe (the "City") and Christ Lutheran Church. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

- A. Under the terms of the Contract, Contractor has agreed to provide resources aiding recently homeless individuals.
- B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

**1. COMPENSATION**

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

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

**2. TERM**

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

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

**3. CONTRACT IN FULL FORCE.**

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_

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

MICHAEL GARCIA, MAYOR

RAQUEL BACA-TOMPSON, EXECUTIVE DIRECTOR

DATE: Apr 8, 2026

NMBTIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

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

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

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

ANDREA PHILLIPS, FINANCE DIRECTOR









# CLC draft amend 1

Final Audit Report

2026-04-08

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

## "CLC draft amend 1" History

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2026

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

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

<b>PRODUCER</b> Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		<b>CONTACT NAME:</b> Church Mutual Insurance Company, S.I. <b>PHONE (A/C No. Ext):</b> 1-800-554-2642 <b>FAX (A/C, No):</b> 855-264-2329 <b>E-MAIL ADDRESS:</b> customerservice@churchmutual.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Church Mutual Insurance Company, S.I.	<b>NAIC #</b> 18767
<b>INSURED</b> CHRIST EVANGELICAL LUTHERAN CHURCH OF SANTA FE NEW MEXICO 1701 ARROYO CHAMISO SANTA FE NM 87505-4775		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	0323390 25-945412	12/01/2025	12/01/2026	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	\$

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

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe 200 Lincoln Ave  Santa Fe NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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## The Purchasing Memo

**Date:** August 12, 2025

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

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

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

**Subject:** St. Elizabeth's Shelter Corporation Homeless Services

**Vendor Name:** St. Elizabeth's Shelter Corporation

**Munis Vendor Number:** 1552

---

### ITEM AND ISSUE:

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

### CONTRACT NUMBER:

The FY26 Munis contract number is 3260013

### BACKGROUND AND SUMMARY:

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

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

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

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**The funding source is split:**

**\$130,000:**

**Fund Name/Number: Community Development Fund/Fund 240**

**Munis Org Name/Number: Community Services/2400122**

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

**\$120,000:**

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

**Munis Org Name/Number: Community Services/1001001**

**Munis Object Name/Number: Service Contracts/ 510310**


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

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

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

**This was procured through MUNIS RFP #25135.**

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

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

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

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

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

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

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

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

**Vehicles included?**  Yes |  No

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENTS:**

Horizons declination

CPO Service Determination Email

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

Procurement document: RFP

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

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

Professional Services Contract

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	<b>CONTACT NAME:</b> CONRAD SCHOTT
	<b>PHONE (A/C, No, Ext):</b> (505) 983-7329 <b>FAX (A/C, No):</b> (505) 986-6116 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> PHILADELPHIA INDEMNITY INS CO <b>NAIC #</b>
	<b>INSURER B:</b> NEW MEXICO MUTUAL CASUALTY
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2019-01      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	Y	PHPK2632478	12/14/2024	12/14/2025	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	11253.131	01/05/2025	01/05/2026	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

**CERTIFICATE HOLDER**      **CANCELLATION**

CITY OF SANTA FE  
 PO BOX 909  
 SANTA FE, NM 87504

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

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

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

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-102; and

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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

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

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

system effectivity.:

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

## 2. Standard of Performance; Licenses

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

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

## 3. Compensation

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

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

**PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE CITY. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

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

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

## 4. Term

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

## 5. Termination

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

B. Notice; City Opportunity to Cure.

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

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

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

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

## 6. Appropriations

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

## 7. Status of Contractor

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

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

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

Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

#### **14. Amendment**

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

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

#### **15. Entire Agreement.**

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

#### **16. Merger**

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

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

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

#### **17. Penalties for violation of law**

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

#### **18. Equal Opportunity Compliance**

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

**19. Applicable Law**

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

**20. Workers Compensation**

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

**21. Professional Liability Insurance**

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

**22. Other Insurance**

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

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

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

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

**23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

**24. Indemnification**

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

**25. New Mexico Tort Claims Act**

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

**26. Invalid Term or Condition**

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

**27. Enforcement of Contract**

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

**28. Notices**

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

To the City: Kristen Woods, [krwoods@santafenm.gov](mailto:krwoods@santafenm.gov)

To the Contractor: Martin Ruybalid, [director@steshelter.org](mailto:director@steshelter.org), 505-982,6611 x 107

**29. Authority**

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

**30. Non-Collusion**

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

**31. Default/Breach**

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

**32. Equitable Remedies**

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

**33. Default and Force Majeure**

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

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

CITY OF SANTA FE:

CONTRACTOR:

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


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

DATE: 06/19/2025

NMBTIN#: 85-0347650

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

ATTEST:

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

*ASU*

GB MTG 09-24-25

CITY ATTORNEY'S OFFICE:

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

APPROVED FOR FINANCES:

  
FINANCE DIRECTOR

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

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

Good afternoon,

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

Best regards,

Matt

**Matt Loehman**  
**Executive Director**

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

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

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

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

Good Afternoon,

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

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

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

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division

Community Health and Safety Department

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



CITY OF SANTA FE

\*Disclaimer: This message and any attachments are intended for the use of the addresses(s) only and may be confidential and/or legally privileged. If the reader is not the intended recipient, DO NOT READ, notify sender and delete this message. In addition, be aware that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. The contents of this message, while possibly falling under the exceptions of the Inspection of Public Records ACT [NMSA Chapter 14, Article2] may be subject to inspection by the public.



[Book time to meet with me](#)

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

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Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - [ereview@santafenm.gov](mailto:ereview@santafenm.gov)
  - Vehicles – [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)
  - Grants - [mtbonifer@santafenm.gov](mailto:mtbonifer@santafenm.gov); [cmthompson@santafenm.gov](mailto:cmthompson@santafenm.gov)
  - Facilities, Furniture, Fixture, Equipment - [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)
  - Emergency Related Purchases - [bgwilliams@santafenm.gov](mailto:bgwilliams@santafenm.gov)
- Asset over \$5k - [lmstorey@santafenm.gov](mailto:lmstorey@santafenm.gov)
- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented [procedures/laws/rules](#) are followed. \_
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper

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

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - <https://naspo.valuepoint.org/categories/>
  - <https://www.omniapartners.com/publicsector/contracts>
  - <https://www.buyboard.com/home.aspx>
  - <https://www.h-gac.com/Home>
  - <https://www.gsa.library.gsa.gov/>
  - <https://www.sourcewell-mn.gov/contract-search>
  
- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
  - And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

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

Regards,

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

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

Internal Link: [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)



More Procurement, less drama ~ John Blair

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**From:** WOODS, KRISTEN R. <krwoods@santafenm.gov>  
**Sent:** Friday, October 4, 2024 10:18 AM  
**To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>  
**Subject:** Determination Request

Good Morning Travis!

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

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

The work includes:

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

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

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division

Community Health and Safety Department

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

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CITY OF SANTA FE

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**Signature:** 

**Email:** xivigil@santafenm.gov



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** April 27, 2026

**TO:** City Council Public Hearing, May 13, 2026  
 Finance Committee, May 11, 2026  
 Quality of Life Committee, May 6, 2026

**VIA:** Heather L. Lamboy AICP, Planning & Land Use Director *Heather Lamboy*

**FROM:** Faviola Chavez Affordable Housing Director *Faviola Chavez*

**ITEM AND ISSUE:**

Request for Public Comments for the Community Development Block Grant 2026 Draft Annual Action Plan for public impute for U.S. Department of Housing and Urban Development (HUD) as a Condition to the City’s Community Development Block Grant (CDBG).

**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.

There are three main requirements the City must fulfill to receive CDBG funding from HUD each year:

- 1) the Consolidated Plan: On a three or five-year increment, every entitlement community updates demographic and market data, re-evaluates funding priorities and submits the planning document to HUD;
- 2) the Annual Action Plan: Submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan;
- and 3) the Consolidated Annual Performance and Evaluation Report (CAPER): the annual report submitted to HUD in which entitlement communities report accomplishments and progress towards meeting the Consolidated Plan goals in the prior year.

The 2026 Draft Annual Action Plan provides a summary of the activities and resources that will be considered during the program year. The City anticipates receiving about \$624,832 of CDBG in the upcoming fiscal year, of which approximately 20% (\$124,966) will be reserved for program administration costs.

Projects will be evaluated and recommended by the Community Development Commission to receive CDBG Funding for FY 2026 to include the following goals:

- Increase Availability of Supportive Services (\$46,862.00)
- Expand Options for Overnight Shelter Beds (\$200,000.00)
- Provide for Owner Occupied Housing Rehabilitation (\$150,000.00)
- Expand Public Facilities and Infrastructure for Public Facilities (\$256,142.00)

The Community Development Block Grant (CDBG) contracts once recommended by the CDC will be submitted to the Governing Body's (or City Manager's) approval after the budget has been approved.

**ACTION REQUESTED:**

The Office of Affordable Housing respectfully requests your review and approval of the 2026 Draft Annual Action Plan.

**City of Santa Fe**  
**Community Development Block Grant (CDBG)**  
**2026 Annual Action Plan**

**DRAFT**



CITY OF SANTA FE

**PREPARED BY:** City of Santa Fe  
Office of Affordable Housing  
*P.O. Box 909*  
*123 Marcy Street, Suite 205*  
Santa Fe, New Mexico 87501  
Phone # (505) 955-6574

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# Executive Summary

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

### 1. Introduction

This document represents the Annual Action Plan (AAP) for the City of Santa Fe for Program Year (PY) 2026. The AAP is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). The City is an entitlement city and receives an annual grant from the Community Development Block Grant (CDBG) program.

For the 2026 program year, HUD will entitle \$624,832 in CDBG funding to the City of Santa Fe, of which approximately 20% is set aside for administrative costs.

This Plan is one of the three components required by HUD to be submitted on an annual basis:

- **Consultation and Citizen Participation:** the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.
- **Annual Action Plan:** submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.
- **Consolidated Annual Performance and Evaluation Report (CAPER):** the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

### 2. Summarize the objectives and outcomes identified in the Plan

Over the upcoming year, the City of Santa Fe will prioritize mitigating the effects of socio-economic challenges, particularly regarding housing stability. Efforts will be directed towards maintaining housing for residents and facilitating rehousing for those who have lost it. In addition, CDBG funds will be used to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as to address the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration, and strategically applying resources to community needs.

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

Planning objectives include:

- **Creating Suitable Living Environments (SL)** – relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor-quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
- **Providing Decent Housing (DH)** – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.
- **Creating Economic Opportunities (EO)** – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

- **Availability/Accessibility** – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- **Affordability** – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.
- **Sustainability** – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

### 3. Evaluation of past performance

As required by HUD, the City of Santa Fe prepares an AAP each year to identify the actions, activities, and resources that will be used to address the priority needs and goals in the 2025-2029 ConPlan. At the end of each program year, the City evaluates progress through the CAPER. The 2024 CAPER shows that Santa Fe continued to make progress in addressing housing stability, homelessness, and community development needs through the use of CDBG and local resources.

#### Homelessness and Supportive Services:

During PY 2024, the City made strong progress toward its homelessness and supportive service goals. Interfaith Shelter's Summer Safe Haven for All program assisted 841 persons, exceeding the annual goal for overnight shelter services. Youth Shelters and Family Services provided street outreach services to 80 persons, also exceeding the annual target. In addition, the SFPS Adelante School Liaison Project assisted 3,453 low- and moderate-income persons through case management, tutoring, school supplies, clothing, and related support. These activities reflect the City's continued focus on preventing homelessness and connecting vulnerable residents to supportive services.

#### **Affordable Housing and Homeowner Assistance:**

The City also continued to support housing preservation and homeownership opportunities for low- and moderate-income households. During PY 2024, 16 households were assisted through the Habitat Home Repair Program, and 4 households received mortgage assistance through programs administered by Homewise and the Housing Trust. While some housing-related activities, including energy efficiency improvements, had not yet started during the program year, these needs remain priorities and may continue through future program years.

#### **Public Facilities and Community Development:**

Santa Fe also made progress on public facility and community development goals. Improvements to the Youth Shelters Transitional Living Program facility assisted 37 persons, and improvements to the Chainbreaker Collective facility benefited 517 persons, for a total of 554 persons assisted. These activities exceeded the annual goal for public facilities and infrastructure and helped strengthen the capacity of community-based service providers. The CAPER also indicates that some economic opportunity activities had not yet begun, but those goals remain part of the City's broader community development strategy.

Overall, the 2024 CAPER shows that Santa Fe made meaningful progress toward several of its priority goals, particularly in homelessness response, supportive services, homeowner assistance, and public facility improvements. While some activities remain underway, the City continues to use available resources to address the needs of low- and moderate-income residents.

#### **4. Summary of Citizen Participation Process and consultation process**

The City has adopted its HUD approved Citizen Participation Plan (CPP) as per 24 CFR 91.105, which sets forth the City's policies and procedures for citizen participation in the PY 2026 AAP. The CPP provides guidance for public notices for the various stages of the AAP development, public hearings, and the public review of the proposed plan. Details of the City's outreach efforts are provided below:

**Public Hearing:** A public hearing will be held on **May 13, 2026, at 5:00 p.m. at the Governing Body Meeting located in the City Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, NM 87501** to

discuss the PY 2026 AAP. The session is open to everyone and comments and input from citizens is welcome.

**Public Comment Period:** A public comment period for the proposed PY 2026 AAP will be held from **May 14, 2026, through June 13, 2026**, to allow the community an opportunity to review and make comments on the draft plan. The plan can be viewed at the Office of Affordable Housing, 123 Marcy Street, Suite 205, Santa Fe, NM 87501 or online at:

<https://santafenm.gov/affordable-housing/hudrequiredreportingandplans>

## **5. Summary of public comments**

PUBLIC COMMENT PERIOD: A summary of comments will be provided after the comment period.

PUBLIC HEARING: A summary of comments will be provided after the public hearing.

All comments and views will be accepted at the public hearing and public comment period review process. A summary of outreach efforts is located in the AP-12 Participation.

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

All comments will be accepted. See the AP-12 for a summary of comments.

## **7. Summary**

The City of Santa Fe is committed to addressing the housing, community development, and supportive service needs of low- and moderate-income residents, with a continued focus on households most vulnerable to housing instability, poverty, and homelessness. Through the Office of Affordable Housing, the City will continue to support strategies that help residents remain safely housed, meet basic needs, and access services that promote long-term stability and self-sufficiency. All activities funded under the PY 2026 AAP will use HUD Area Median Income (AMI) guidelines, as applicable, to determine income eligibility.

The City's 2025-2029 ConPlan establishes the long-term strategic goals for housing and community development, and the PY 2026 AAP implements those priorities for the current program year. The Strategic Plan outlines the objectives and outcomes needed to address identified community needs, while the PY 2026 AAP describes how available federal resources will be allocated to carry out those goals. At the end of the program year, the City will evaluate progress through the CAPER.

For PY 2026, Santa Fe will continue to fund a mix of housing, public service, shelter, and public facility activities designed to benefit low-income residents. Proposed CDBG investments include home repair assistance for very low-income homeowners through Santa Fe Habitat for Humanity; and mortgage reduction assistance through the Santa Fe Community Housing Trust to support homeownership

opportunities. The City plans to fund school-based support services for students and families experiencing homelessness through Santa Fe Public Schools, summer shelter operations through Interfaith Shelter. The City will also fund ADA improvements to Santa Fe public facilities. Through these investments, the City will continue to work with local partners to address priority needs and make effective use of limited resources.

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

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

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

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
Lead Agency	SANTA FE	Office of Affordable Housing/City of Santa Fe

**Table 1 – Responsible Agencies**

### **Narrative**

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

### **Consolidated Plan Public Contact Information**

Faviola A. Chavez

Director, Office of Affordable Housing

City of Santa Fe

fachavez@santafenm.gov

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The City of Santa Fe consults with a broad range of public, private, and nonprofit partners in the development of the PY 2026 AAP. Because of the City’s long-standing relationships with community-based organizations, much of this consultation occurs through ongoing strategic planning efforts, participation in regional collaborations, and interdepartmental coordination. The Office of Affordable Housing administers CDBG and local funds to support housing activities that are coordinated with broader human services efforts, while the City’s Community Services Department funds programs through its Youth and Family Services Division that provide emergency housing, health, and other safety-net services. Both divisions rely on strategic planning and partner input to guide funding decisions and help ensure that housing and service needs are addressed in a coordinated and comprehensive manner.

The City’s housing and human services providers also work closely with governmental agencies, health providers, and other community partners to connect housing assistance with wraparound supportive services. In addition, the City relies on its Office of Emergency Management for guidance related to prevention, protection, mitigation, preparedness, response, and recovery activities so that housing and community development investments are made with resilience in mind. The City is also advancing efforts to improve broadband access and service availability in underserved areas in order to expand economic opportunity and improve access to resources for residents and businesses.

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

The City of Santa Fe continues to strengthen coordination among public and assisted housing providers and private and governmental health, mental health, and service agencies through local partnerships, cross-sector planning, coordinated referrals, and data-informed service delivery. A key component of this effort is CONNECT, a formal collaboration between the City of Santa Fe and Santa Fe County. CONNECT includes more than 60 community programs and over 200 navigators working together to connect residents to housing, health, and supportive services. Using Social Determinants of Health (SDOH) and other screening tools, residents are assessed for needs such as safe and stable housing and referred to appropriate community-based resources. Data generated through CONNECT has helped identify service gaps, particularly in housing and mental health services, and has informed policy, planning, and funding decisions.

The City also supports coordination through its Youth and Family Services Division, which funds emergency housing, community development, social services, and juvenile justice-related programs. These efforts emphasize service integration, data analysis, and evaluation to help ensure that youth and families are connected to appropriate housing and supportive services. City partners such as Adelante provide programs that help disconnected youth access education, job training, internships, family reunification,

and other support services. Interfaith Shelter provides shelter, intake, referrals, and on-site supportive services for people experiencing homelessness, including individuals with mental illness, and coordinates with hospitals, correctional institutions, and other governmental and nonprofit providers to promote continuity of care.

The City's subrecipients and partner agencies also participate in broader regional coordination efforts, including coordinated assessment and other data-informed strategies, as applicable. To the extent available, HMIS and other local data systems help inform planning, identify unmet needs, and improve coordination for persons experiencing homelessness and those at risk of homelessness. In addition, the City coordinates housing and community development investments with resilience and accessibility goals.

The Office of Emergency Management provides guidance related to preparedness, mitigation, response, and recovery, while the City's broadband and digital access efforts help improve access to housing resources, health services, education, employment, and other critical supports. The City's CDBG subrecipients also coordinate with the Santa Fe Civic Housing Authority to support outreach and, where appropriate, provide programming at housing authority sites.

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

Through NMCEH's efforts to coordinate housing grants and HMIS, and through the collaboration of partner agencies that receive funding from the City of Santa Fe Human Services and Children and Youth funding programs, the most vulnerable people experiencing homelessness are prioritized for housing. Monthly case conferencing sponsored by NMCEH for veterans and people experiencing chronic homelessness helps coordinate the placement of the most vulnerable into housing. Youth are prioritized separately, with NMCEH facilitating a monthly case conferencing process focused on clients age 24 and under, and housing is provided through the Youth Coordinated Entry System established under the Youth Homelessness Demonstration Program.

NMCEH operates a statewide system of coordinated assessment in which families and individuals experiencing homelessness have access to an assessment based on the VI-SPDAT (Vulnerability Index-Service Prioritization Assessment Tool). The results of the assessment are used to refer persons experiencing homelessness to the type of housing that best fits their needs. The assessment is also used to create a prioritized list, with individuals classified as chronically homeless placed at the top of the list for permanent supportive housing. NMCEH also coordinates the annual Continuum of Care grant application to HUD for homeless housing and support services statewide.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and Interfaith Shelter in providing shelter to people experiencing homelessness and helping them transition to permanent housing. CDBG funds in PY 2026 will support Interfaith Shelter's Summer Safe Haven for All program, which provides shelter services during the summer months. CDBG funds will also support the

Santa Fe Public Schools-Adelante program, which assists families in mitigating financial barriers in order to reduce academic withdrawal and support student retention.

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

The City of Santa Fe does not receive ESG funding directly and therefore does not allocate ESG funds or administer HMIS. However, the City coordinates with the New Mexico Coalition to End Homelessness (NMCEH), the Continuum of Care serving the jurisdiction, as well as local shelter and service providers, to support a coordinated response to homelessness. Through NMCEH's administration of coordinated entry, HMIS, and Continuum of Care planning, the City remains informed about community needs, service gaps, and system priorities affecting persons experiencing homelessness and those at risk of homelessness. The City also supports local homelessness response efforts through CDBG and local funding, helping align local investments with broader regional strategies to prevent and reduce homelessness.

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

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Santa Fe Civic Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA Publicly Funded Institution/System of Care
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The sections of the Draft AAP are highlighted, and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. The City and the Santa Fe Housing Authority are in agreement that affordable housing for residents in one of the priority needs in Santa Fe. The housing authority did not receive any funding this program year. The anticipated outcome of the consultation is that the City and the housing authority would continue to work together closely to meet the needs of publicly supported households in Santa Fe.
2	<b>Agency/Group/Organization</b>	Interfaith Community Shelter
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless Publicly Funded Institution/System of Care
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Interfaith Summer Safe Haven For All program provides basic needs to help alleviate housing instability in Santa Fe.. The needs described by the agency include meals, short term support services and connection to longer term case management.

3	<b>Agency/Group/Organization</b>	Youth Shelters & Family Services
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless Services - Narrowing the Digital Divide Publicly Funded Institution/System of Care
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The needs identified by the agency include homeless needs, transitional housing and repairs to their shelter facilities. The anticipated outcome of the consultation is continued funding for their shelter and programs. The City has provided CDBG funds in previous years and these activities are still ongoing.
4	<b>Agency/Group/Organization</b>	Santa Fe Public Schools (SFPS) Adelante Program
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Publicly Funded Institution/System of Care
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	SFPS has identified the need to fund and provide a liaison to link Adelante parents and their K-12 children with multi-level, bilingual services, tutoring, evening programs, case management and provided materials such as school supplies and clothing to remove barriers to education. The anticipated outcome of the consultation is funding for their Adelante Program.

5	<b>Agency/Group/Organization</b>	Youthworks
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Youthworks identified the need for improved facilities to serve at-risk of and those experiencing homelessness. The anticipated outcome of the consultation is funding for their new kitchen facility.
6	<b>Agency/Group/Organization</b>	City of Santa Fe
	<b>Agency/Group/Organization Type</b>	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Publicly Funded Institution/System of Care
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Santa Fe responded to challenges in our community by collaborating across departments and division to serve our partners in emergency situations. Some emergencies include: flooding and/or on-site fires by providing temporary housing for individuals and families. Departments include: -Public Works -Youth & Family Services -Community Health & Safety
7	<b>Agency/Group/Organization</b>	Santa Fe Habitat For Humanity
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Lead-based Paint Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Santa Fe Habitat for Humanity provides home repair services for people with financial need to make necessary repairs for their homes. The anticipated outcome of the consultation is funding for their housing rehabilitation program.
8	<b>Agency/Group/Organization</b>	Homewise
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Homewise was consulted on the housing and community development needs of low- to moderate-income households and their energy efficient needs. The agency identified the need for these improvements to make energy costs more affordable and efficient, making their housing safer and healthier in the process. The anticipated outcome of the consultation is funding for their program.

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

There will be no agency types intentionally excluded from the consultation and citizen participation process.

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

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	NM Coalition to End Homelessness	Promotes a comprehensive CoC funding strategy to align services providers with housing opportunities.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability analysis of unit inventory and demand and provides policy to shape funding decisions, including CDBG.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Identifies funded transportation projects of regional significance and/or projects receiving federal funds.
Capital Improvement Plan	City of Santa Fe	Provides project list of capital improvements prioritized for funding.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Sustainable Land Use Code	City of Santa Fe	Regulates the development and construction of affordable housing units.
Fair Housing Assessment 2017	City of Santa Fe	Evaluates housing need through a balanced lens and recommends strategies for increasing access to housing and economic opportunity.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative**

The City of Santa Fe works closely with the New Mexico Mortgage Finance Authority (MFA), which helps guide affordable housing planning and production efforts statewide. The City also supports Low Income Housing Tax Credit (LIHTC) applications and other affordable housing initiatives that expand housing opportunities for low- and moderate-income residents. In addition, the City’s Office of Affordable Housing and Community Health and Safety Department participate in the S3 Santa Fe Housing Initiative, a collaborative effort among local government, philanthropic organizations, and community partners. Through this collaboration, the City helps advance coordinated strategies to increase affordable housing, strengthen the local housing system, and support residents experiencing or at risk of homelessness.

**AP-12 Participation – 91.105, 91.200(c)**

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

The City of Santa Fe’s community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions. The following efforts were made.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
1	Public Hearing	Non-targeted/broad community	A public hearing will be held on <b>May 13, 2026, at 5:00 p.m. at the Governing Body Meeting located in the City Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, NM 87501</b> to discuss the PY 2026 AAP. The session is open to everyone and comments and input from citizens is welcome.	A summary of comments will be provided after the hearing.	All comments will be accepted.	
2	Public Comment Period	Non-targeted/broad community	A public comment period for the proposed PY 2026 AAP will be held from <b>May 14, 2026, through June 13, 2026</b> , to allow the community an opportunity to review and make comments on the draft plan. The plan can be viewed at the Office of Affordable Housing, 123 Marcy Street, Suite 205, Santa Fe, NM 87501 or online at: <a href="https://santafenm.gov/affordable-housing/hudrequiredreportingandplans">https://santafenm.gov/affordable-housing/hudrequiredreportingandplans</a>	A summary of comments will be provided after the comment period.	All comments will be accepted.	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

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

#### Introduction

The City of Santa Fe will receive a 2026 entitlement allocation of \$624,832, of which 20% will be reserved for administrative costs. Additionally, the city estimates it will generate \$200,000 in program income for mortgage principal reduction loans bringing total funding in PY 2026 to \$824,832. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) to fund housing programs in Santa Fe.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	624,832.00	200,000.00	\$0.00	824,832.00	824,832.00	PY 2026 is the fourth planning year of the ConPlan. The expected amount available for the remainder of the ConPlan is 1x more year of the annual allocation and program income.

Table 5 - Expected Resources – Priority Table

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

The primary challenge confronting the City of Santa Fe's housing and public service programs in 2026 is the potential reduction of funding from federal, state, and local sources. For every dollar allocated from the Affordable Housing Trust Funds (AHTF), applicants must secure three dollars from alternative resources. Nonprofit partners estimate that each dollar of mortgage principal reduction assistance leverages fourteen dollars from additional state, local, and private sources. Both the Housing Trust and Homewise, as Community Development Financial Institutions (CDFIs), actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products administered by the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits, solar tax credits, the Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other Department of Energy (DOE) funds. They also possess substantial organizational resources to support real estate development and programmatic objectives.

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

Throughout the year, the City may donate or utilize City-owned property to support projects that address the priority needs and funding objectives specified in this plan, in accordance with the New Mexico Affordable Housing Act. Recently, the City donated land for two Low Income Housing Tax Credit (LIHTC) projects, facilitating the construction of 152 affordable rental homes. Additionally, Habitat for Humanity is prepared to commence construction on five homes on a City-donated lot situated in a downtown historic district.

The City owns the Midtown Campus, previously occupied by the College of Santa Fe and the Santa Fe University of Art and Design. City staff overseeing the Midtown redevelopment project recently secured City Council approval for the Midtown Master Plan and the Midtown Community Development Plan. While the plan remains adaptable to future needs, it establishes a baseline of 1,100 homes, with 30% designated as affordable and income-restricted. The community is currently considering the use of some residential parcels to implement innovative housing models, such as a community land trust. Stakeholders have expressed interest in developing the property into a mixed-use, walkable urban environment that includes affordable housing for seniors.

The City owns much of the property hosting public housing facilities, which it leases long-term to the Santa Fe Civic Housing Authority. These units are rented to income-qualified tenants, including many very low-income seniors.

**Discussion**

All of the donations described above are intended to support the uses of CDBG resources, both by increasing access to community facilities and programs but also to support the City's subrecipients in their efforts to leverage additional housing and community development resources into the community.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Increase Availability of Supportive Services	2023	2028	Homeless	Citywide	Ending Chronic Homelessness	CDBG: \$46,862.00	Public service activities other than Low/Mod Income Housing Benefit: 800 Persons Assisted
2	1B Expand Options for Overnight Shelter Beds	2023	2028	Homeless	Citywide	Ending Chronic Homelessness	CDBG: \$46,862.00	Homeless Person Overnight Shelter: 400 Persons Assisted
3	2B Expand Choice for Affordable Home Buying Opportunities	2023	2028	Affordable Housing	Citywide	Ensuring Homeownership is Sustainable for All	CDBG: \$200,000.00	Direct Financial Assistance to Homebuyers: 10 Households Assisted
4	3A Provide for Owner Occupied Housing Rehabilitation	2023	2028	Affordable Housing	Citywide	Ensuring Housing Stability for All	CDBG: \$150,000.00	Homeowner Housing Rehabilitated: 8 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	4B Expand Public Facilities and Infrastructure for	2023	2028	Non-Housing Community Development	Citywide	Improving Social Determinants of Health and Address	CDBG: \$256,142.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted

Table 6 – Goals Summary

**Goal Descriptions**

1	<b>Goal Name</b>	1A Increase Availability of Supportive Services
	<b>Goal Description</b>	Improve and expand availability of supportive services for persons experiencing or at risk of homelessness. Activities include case management, counseling, drug and alcohol rehabilitation, and other wrap around services necessary to transition an individual out of homelessness.
2	<b>Goal Name</b>	1B Expand Options for Overnight Shelter Beds
	<b>Goal Description</b>	Improve and increase the availability of overnight shelter beds through homeless persons overnight shelter operations.
3	<b>Goal Name</b>	2B Expand Choice for Affordable Home Buying Opportunities
	<b>Goal Description</b>	Provide Direct Financial Assistance to Homebuyers through the Mortgage Reduction Assistance program. This program will assist eligible low- to moderate- income homebuyers at or below 80% of the Area Median Income (AMI) with mortgage principal reduction loans to purchase a home.
4	<b>Goal Name</b>	3A Provide for Owner Occupied Housing Rehabilitation
	<b>Goal Description</b>	Provide for owner occupied housing rehabilitation for low- to moderate income households. Funded programs include the SF Habitat Rehab program. Rehabilitation activities will provide home repair services for people who can't afford necessary repairs to uphold the structural and functional safety of their homes (roofs, heating systems, windows, etc.).

5	<b>Goal Name</b>	4A Increase Economic Opportunities for LMI Population
	<b>Goal Description</b>	Provide funding for ADA improvements to Santa Fe neighborhood facilities. ADA facility improvements may include modifying existing structures to ensure accessibility, installing ramps, widening doorways, reconfiguring restrooms, and installing rails to hallways and stairways.

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

Projects funded for Program Year 2026 encompass a variety of initiatives, including facility improvements, public services, and programs aimed at increasing affordable housing. These housing programs include homeowner rehabilitation and mortgage principal reduction for low- to moderate-income households. The City also manages a local Affordable Housing Trust Fund (AHTF), financed through developer fees, repayment of City-held affordability liens, and revenues from land sales associated with City-held mortgages. The New Mexico Mortgage Finance Authority monitors the trust funds to ensure compliance with the New Mexico Affordable Housing Act, which permits fund use for beneficiaries earning up to 120% of the area median income (AMI). This structure allows subrecipients to serve a broad income range: Community Development Block Grant (CDBG) funds support households at or below 80% AMI, while the AHTF serves those earning between 81% and 120% AMI. Additionally, program income generates supplementary revenue for eligible programs. Historically, program income has been allocated to mortgage principal reduction loans and home repair loans. For the upcoming program year, the City projects approximately \$200,000 in program income will be generated and allocated to mortgage principal reduction loans.

### Projects

#	Project Name
1	CDBG Program Administration
2	CDBG Public Services
3	CDBG Housing Programs
4	CDBG Public Facilities

Table 7 - Project Information

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

The City of Santa Fe prioritizes preserving and providing affordable housing opportunities, as well as enhancing public facilities and services for low-to-moderate-income residents, including those with special needs. The city maintains its commitment to supporting nonprofit partners responsible for most housing-related programs, services, and shelter. Applicants must substantiate their funding needs with data evidence. Additionally, all applicants for Community Development Block Grant (CDBG) funds are required to provide a 1:1 match to ensure project viability.

Affordable housing opportunities are a priority in Santa Fe. The age and condition of the housing stock necessitate housing assistance for both current and incoming homeowners. The city remains committed to promoting high-quality housing development that is affordable for residents, as well as ensuring the

proper maintenance of the City's existing housing stock. The housing rehabilitation program can help achieve this goal over the five-year strategic planning period. Additionally, housing mortgage assistance can also help make opportunities for homeownership possible for LMI households.

The city has recognized that providing essential public services for low-to-moderate-income individuals and the special needs population is a top priority. Programs that promote housing stability and homeless prevention are prioritized. Additionally, there is a need for activities that support youth, as well as preventive and intervention services, enrichment programs, and educational workshops.

The CDBG program has grant allocation requirements, which influence project funding. The grant cap for administration costs is 20%, and the grant cap for public services is 15%. The major obstacle is the general lack of funding to address all the needs of LMI residents in Santa Fe.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	CDBG Program Administration
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	1A Increase Availability of Supportive Services 1B Expand Options for Overnight Shelter Beds 2B Expand Choice for Affordable Home Buying Opportunities 3A Provide for Owner Occupied Housing Rehabilitation 4A Increase Economic Opportunities for LMI Population
	<b>Needs Addressed</b>	Ending Chronic Homelessness Ensuring Housing Stability for All Ensuring Homeownership is Sustainable for All Improving Social Determinants of Health and Address
	<b>Funding</b>	CDBG: \$124,966.00
	<b>Description</b>	General management, oversight, and coordination of administering the CDBG program
	<b>Target Date</b>	6/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	All 2026 CDBG-funded activities will be indirectly supported through the CDBG program administration. Other: 1
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Program Administration 21A
2	<b>Project Name</b>	CDBG Public Services
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	1A Increase Availability of Supportive Services 1B Expand Options for Overnight Shelter Beds
	<b>Needs Addressed</b>	Ending Chronic Homelessness
	<b>Funding</b>	CDBG: \$93,724.00

	<p><b>Description</b></p> <p>Public services include the SFPS Adelante Program and the Interfaith Shelter Summer Safe Haven Program.</p> <p>The SFPS Adelante Program provides a school liaison which provides referral and support services for students and their families experiencing homelessness. The mission of the program is to support academic achievement by helping with tutoring, case management, school supplies, clothing and advocacy to attain other social services.</p> <p>The Interfaith Shelter Summer Safe Haven Program provides meals, short term support services and connections to longer term case management for persons at risk of or experiencing homelessness. Activities will support staffing costs to keep the shelter open during the summer months when it would normally be closed.</p>
	<p><b>Target Date</b></p> <p>6/30/2027</p>
	<p><b>Estimate the number and type of families that will benefit from the proposed activities</b></p> <p>The Adelante Program estimates to serve 800 low- to moderate-income youth enrolled in Santa Fe Public Schools and their families who are experiencing or at risk of experiencing homelessness.</p> <p>Interfaith Shelter estimates to provide overnight shelter stays and services to 400 chronically homeless individuals through their Summer Safe Haven for All Program.</p> <p>Total: 1,200 persons.</p>
	<p><b>Location Description</b></p> <p>Citywide for eligible low- to moderate-income persons.</p>
	<p><b>Planned Activities</b></p> <p>Planned activities include:</p> <p>SFPS Adelante Expanded School Liaison Program (03T)</p> <p>Interfaith Shelter Summer Safe Haven Program (03T)</p>
<p><b>3</b></p>	<p><b>Project Name</b></p> <p>CDBG Housing Programs</p> <p><b>Target Area</b></p> <p>Citywide</p> <p><b>Goals Supported</b></p> <p>2B Expand Choice for Affordable Home Buying Opportunities 3A Provide for Owner Occupied Housing Rehabilitation</p> <p><b>Needs Addressed</b></p> <p>Direct Financial Assistance to Homebuyers Ensuring Homeownership is Sustainable for All</p> <p><b>Funding</b></p> <p>CDBG: \$350,000.00</p>

	<b>Description</b>	<p>The following housing programs will be funded.</p> <p>SF Habitat will assist eligible low- to moderate- income homebuyers at or below 80% of the Area Median Income (AMI) with home rehabilitation activities. Rehabilitation activities will provide home repair services for people who can't afford necessary repairs to uphold the structural and functional safety of their homes (roofs, heating systems, windows, etc.).</p> <p>Homewise and the Mortgage Reduction Assistance program will assist eligible low- to moderate- income homebuyers at or below 80% of the Area Median Income (AMI) with mortgage principal reduction loans to purchase a home.</p>
	<b>Target Date</b>	6/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	<p>SF Habitat will assist 8 LMI households with homeowner rehabilitation activities at a maximum of \$20,000 per home.</p> <p>Homewise and the Mortgage Reduction Assistance program will assist 10 eligible LMI homebuyers at or below 80% of the Area Median Income (AMI) with financial support to secure homes.</p>
	<b>Location Description</b>	Citywide for low- to moderate-income households.
	<b>Planned Activities</b>	<p>Planned activities include:</p> <p>SF Habitat for Humanity (14A)</p> <p>Homewise (13B) and the Santa Fe Community Housing Trust (13B)</p>
4	<b>Project Name</b>	CDBG Public Facilities
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	4A Increase Economic Opportunities for LMI Population
	<b>Needs Addressed</b>	Improving Social Determinants of Health and Address
	<b>Funding</b>	CDBG: \$256,142.00
	<b>Description</b>	The City will fund ADA improvements to public facilities in PY 2026. ADA facility improvements may include modifying existing City facilities to ensure accessibility such as installing ramps, widening doorways, and reconfiguring restrooms for ADA accessibility.
	<b>Target Date</b>	6/30/2027
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted

	<b>Location Description</b>	1504 Cerrillos Rd, Santa Fe, NM 87505
	<b>Planned Activities</b>	Planned activities include: Santa Fe Neighborhood Facilities, ADA improvements to City buildings and facilities (03E)

## **AP-50 Geographic Distribution – 91.220(f)**

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

The Community Development Commission prioritizes funding for affordable housing and related services across the entire city rather than targeting specific neighborhoods. Additionally, the CDC emphasizes funding public facilities that primarily serve very low-income households and public services that assist these individuals and households in transitioning out of homelessness. Due to Santa Fe's relatively compact geography, funding is not allocated to particular areas, as all facilities serve residents citywide.

#### *Low-Income Households Concentration*

A “low-income concentration” is any census tract where the Median Household Income (MHI) for the tract is 80% or less than the MHI for the City of Santa Fe. According to the 2020-2024 ACS 5-Year Estimates, the MHI in Santa Fe is \$73,482. A tract is considered to have a low-income concentration if the MHI is \$58,785 or less. There are five tracts with a concentration, all located in central areas of the City: 10.02, 11.06, 11.07, 12.02 and 12.06.

#### *Race/Ethnic Minority Concentration*

A “racial or ethnic concentration” is any census tract where a racial or ethnic minority group makes up 10% or more of that group’s citywide percentage. Data was taken from the 2020-2024 ACS 5-Year estimates. Due to the small sample size, only racial or ethnic groups that make up at least 1% of the City’s population were analyzed.

Black or African American, non-Hispanic: Black, non-Hispanic persons make up 1.1% of the citywide population, and a census tract is considered a concentration if 11.1% of the population is part of this racial group. There are no census tracts with a concentration.

American Indian and Alaska Native (AIAN), non-Hispanic: Approximately 1.4% of the population identifies as AIAN. A census tract is considered a concentration if 11.4% of the population is part of this racial group. There are no census tracts with a concentration.

Asian, non-Hispanic: Approximately 1.9% of the population identifies as Asian. A census tract is considered a concentration if 11.9% of the population is part of this racial group. There are no census tracts with a concentration.

Hispanic: Hispanic persons make up 49.5% of the citywide population, and a census tract is considered a concentration if 59.5% of the population is part of this racial group. The western half of Santa Fe has a majority of tracts with a concentration: 12.02, 12.03, 12.05, 12.06, 12.07, 13.02, 13.04, 13.05 and 13.06.

## Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

All programs for the 2026 CDBG program year will serve extremely low to moderate-income residents throughout the city as the City of Santa Fe does not have priorities for allocating resources geographically.

### Discussion

The City's policy of distributing resources citywide is partly due to the relatively small population of low-income and minority residents in concentrated areas of Santa Fe. In contrast, larger urban areas with greater populations tend to have higher concentrations of low-income and minority residents, making geographic prioritization more feasible and effective. In Santa Fe, eligibility criteria are based on household income rather than the location of the project or program. For instance, funding for mortgage principal reduction assistance depends on household income rather than the home's location; the same standard applies to home improvement funds. Similarly, public service programs targeting at-risk youth focus on serving residents citywide rather than those from specific geographic areas.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The City of Santa Fe allocates federal and local funds to support projects and programs addressing a broad range of housing needs, from homelessness to homeownership. The City assesses needs and evaluates housing gaps to ensure that programs enhance access to community housing opportunities. Service delivery occurs through the City's network of nonprofit partners, ensuring effectiveness, responsiveness, and timeliness.

The following tables present affordable housing goals for the Community Development Block Grant (CDBG) program in the upcoming year, focusing on Habitat for Humanity’s Home Repair Program (8 households) and mortgage assistance loans funded by program income and administered by Homewise and the Housing Trust (10 households)..

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	0
Non-Homeless	18
Special-Needs	0
Total	18

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

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	0
The Production of New Units	10
Rehab of Existing Units	8
Acquisition of Existing Units	0
Total	18

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

#### Discussion

The Community Development Block Grant (CDBG) will support Habitat for Humanity’s Home Repair Program. The City estimates that \$200,000 in program income will be generated during the program year and allocated to mortgage assistance loans administered by Homewise and the Santa Fe Community Housing Trust.

In addition to the CDBG-funded projects, Affordable Housing Trust Funds (AHTF) will support supplies, new construction, and the provision of affordable housing. The City prioritizes the future use of City-owned land for affordable housing development. The Community Development Commission (CDC) is committed to identifying opportunities to present City-owned land to the City Council for this purpose. Santa Fe faces a shortage of affordable rental housing, which risks the return of existing housing vouchers

to HUD if they remain unused. Therefore, utilizing City-owned land for affordable housing construction will be a priority for the CDC and the City. This priority is reflected in the Affordable Housing Trust Fund (AHTF) Request for Proposals (RFP), which emphasizes affordable housing construction to increase voucher opportunities for the Housing Authority.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Santa Fe Civic Housing Authority (SFCHA) serves as the primary public housing agency in Santa Fe. It administers 28 public housing units, 503 HUD Project-Based Rental Assistance (PBRA) units—459 of which are also Low-Income Housing Tax Credit (LIHTC) units—and 190 additional LIHTC units. SFCHA manages 723 housing choice vouchers within Santa Fe. Among the PBRA units, 359 are designated for seniors and 132 for families. Currently, over 300 individuals are on the waiting list for housing authority apartment units, with approximately 300 more on the Section 8 waiting list for Santa Fe. SFCHA receives about 35 housing applications monthly. The waiting period for a unit ranges from 18 to 24 months; however, waiting lists typically open only during designated lottery periods each year. Additionally, SFCHA owns and operates affordable housing units in the City of Espanola and the Town of Bernalillo.

Santa Fe County manages 200 public housing units and administers 241 housing choice vouchers, including 44 Veterans Affairs Supportive Housing (VASH) vouchers. Some of these vouchers are utilized within city limits. According to the Santa Fe Civic Housing Authority, 328 families holding vouchers include a member with a disability, and 300 voucher participants are elderly.

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

Maintenance of aging units requires ongoing effort; therefore, the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. Additionally, SFCHA successfully applied for and completed a 45-unit family project at the end of 2022 using Low Income Housing Tax Credits. In 2024, SFCHA received a preliminary award of Low Income Housing Credits for the Ocate Apartments, comprising 60 units, 13 of which will include rental assistance vouchers.

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

Both Public Housing Authorities (PHAs) offer a Family Self-Sufficiency Program designed to promote self-sufficiency with the goal of enabling families to become homeowners. Participating families enter a five-year Contract of Participation with the Housing Authority, establishing specific goals to be achieved during the contract term. The Housing Authority opens an escrow account for each family, and any increase in the family's earned income during the contract period results in deposits into this account. Upon successful completion of the program, families receive the escrow account balance to support homeownership and educational objectives.

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

The PHA is not designated as troubled.

### **Discussion**

The Santa Fe Civic Housing Authority actively develops Low-Income Housing Tax Credit (LIHTC) projects and is recognized as a partner of the City of Santa Fe in providing affordable rental housing beyond typical housing authority functions. For six projects where the land was titled to the City, the City subordinated and amended its lease agreements with the Housing Authority. All subsequent projects have land titled under the Housing Authority. The City supported the Calle Resolana project, consisting of 45 townhomes awarded LIHTC funding in 2019, and has awarded a 2024 grant for the Ocate project.

As noted in the Affordable Housing section, the Community Development Commission strongly advocates for utilizing City-owned land to develop affordable housing and aims to embed this approach within the City's core values. The City requires additional affordable rental units to enable Housing Authorities to effectively utilize their vouchers. The Community Development Commission prioritizes addressing this urgent issue in future initiatives.

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

### **Introduction**

The City collaborates with numerous non-profit organizations that offer a broad spectrum of services aimed at preventing homelessness among at-risk populations, including unaccompanied youth, families with children, veterans, battered families, individuals with disabilities, and seniors. Additionally, the City seeks to assist existing homeless populations in securing safe, affordable, and sustainable housing, along with essential services such as health care, transportation, and counseling.

These initiatives encompass a continuum of housing program options, ranging from emergency shelter services to transitional housing, permanent supportive housing, and the development of mixed-income, mixed-use affordable rental projects. Currently, the City implements emergency and transitional housing programs targeting homeless individuals, families with children, veterans, and unaccompanied youth.

The City of Santa Fe is a Built for Zero (BFZ) community, joining a national movement committed to end homelessness measurably and equitably. Communities in BFZ focus on achieving “functional zero” for one population, as a step on the way toward solving homelessness for all populations. This evidence-based model uses quality data to guide communities to reach functional zero, when reached, makes homelessness rare and brief. Quality data is maintained by collecting real-time, by-name data through coordinated outreach efforts to create a list of every individual experiencing homelessness in the community. A “by-name list” helps providers understand the unique needs of an individual experiencing homelessness and recognizes that unhoused individuals all have their own story. Functional zero is indicated by inflow and outflow. A community has reached functional zero when the number of people being housed surpasses the number of individuals being added to the by-name list. A critical aspect of BFZ relies on affordable housing stock. Community Solutions, the driving organization for BFZ, is motivated to identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing to ensure a continuous housing supply for individuals exiting homelessness.

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

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

All nonprofit partners collaborating with the city to assist homeless individuals conduct extensive outreach activities, which the city aims to enhance during the upcoming program year. The city’s one-year objective is to identify, by name, all chronically homeless individuals and those precariously housed. This will be achieved through an online database capable of accessing and screening basic social determinants of health. The city collaborates with local nonprofit service providers, the HMIS continuum site, and housing partners.

During winter, the Interfaith Shelter, St. Elizabeth’s, and Youth Shelters provide emergency beds, meals, and clothing. Crucially, these organizations convene outreach coordinators to conduct case consultations

and disseminate information about available services. Services offered include medical care, job counseling, meals, clothing, and transportation. These shelters and Family Services receive partial funding from local resources allocated by the city's Youth and Family Services Division.

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

In December 2020 the City helped a national nonprofit, Community Solutions, in conjunction with St Elizabeth Shelter, its local partner, to purchase the Santa Fe Suites, a 123 unit residence hotel and is using it to provide permanent supportive housing to 40 chronically homeless households and as affordable housing for other low income renters. The City provided funding to purchase another property, the Lamplighter Inn, which is currently being converted into residential use for permanent supportive housing. The Lamplighter's conversion into affordable housing is still in process and the City is hopeful it will be occupied within the next calendar year. The City has provided rescue plan funds (CARES and ARPA) for the acquisition of these properties and has deployed both CDBG and AHTF for capital improvements and renovations necessary to convert the properties from motels to apartment buildings used for affordable housing.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City relies on a network of service providers to address the emergency shelter and transitional needs of homeless persons. These programs are supported through fee-for services agreements and pass through funds from federal and local sources. The City's partners include:

- **St. Elizabeth Shelter.** Operates the Men's Emergency Shelter (28 beds) and Casa Familia (30 beds for women and children) and three transitional/supportive housing properties: Casa Cerrillos (28 apartments), Sonrisa Family Shelter (8 apartments) and the Santa Fe Suites (120 apartments). St. Elizabeths recently took on management of the Suites, which is a mixed-income program for those coming out of homelessness and/or those who are working with low to moderate incomes. The shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues. Both have a program manager, case managers and supervisory staff. The supportive housing programs have on-site program/case managers that work closely with each

guest and monitor their progress.

- **Consuelo's Place Shelter.** Consuelo's Place Shelter (CPS) provides emergency shelter and services for those experiencing homelessness and for those at imminent risk of becoming homeless. CPS also provides quarantine services and housing for those who have recently tested positive with COVID-19, have had recent exposure to COVID-19 and/or are awaiting results. The latter service is offered to individuals and families who lack a safe space to quarantine during the period of infection. CPS provides safe and stable emergency housing, intensive and high-quality case management, connects those facing a variety of housing related crises to appropriate resources and information and assists clients in securing and maintaining permanent housing after residency at CPS.
- **Interfaith Community Shelter (ICS).** Through partnership with 40+ faith and community groups and nearly 2,000 active volunteers, ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, it offers the Seasonal Night Shelter; the Day Services Program; and the Summer Safe Haven for All. Resource Days operate 3 days/week, year-round, with 12 partner provider agencies.
- **Life Link.** Operates 24 apartment units at La Luz, administers Continuum of Care vouchers to support 70 scattered-site units for people with mental illness and other co-occurring disorders. They also administer 78 linkage vouchers in Santa Fe. The Life Link provides extensive outpatient treatment, psychiatric and medication assisted treatment, psychosocial rehabilitation, homeless outreach, prevention, and rental assistance, peer support services, onsite healthcare screening, and comprehensive human trafficking outreach and aftercare services.
- **Esperanza Shelter.** Offers no cost services to victims of domestic violence. The organization provides community navigation, advocacy, safety planning, therapy, substance abuse therapy, case management, child/family therapy, parenting classes, infant mental health, psycho educational groups for both survivors and offenders and legal advocacy. It operates a 24/7 crisis hotline 1-800-473-5220, and emergency shelter services for those needing to escape domestic violence.
- **Youth Shelters and Family Services.** Youth Shelters and Family Services provides shelter and resources for hundreds of homeless, runaway, and at-risk youth and their dependent children each year. The organization provides tens of thousands of bed nights annually for youth experiencing homelessness through its emergency shelter, transitional living program, and rapid rehousing program.

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

## **recently homeless from becoming homeless again**

The City relies on its network of community partners to coordinate services and ensure that individuals vulnerable to homelessness do not "fall through the cracks." The New Mexico Coalition to End Homelessness (NMCEH) continues to implement systems that track homeless individuals seeking services through the Homeless Management Information System (HMIS) within a statewide coordinated assessment framework. Each homeless family and individual receives an assessment based on the nationally recognized Vulnerability Index/Service Prioritization Decision Assistance Tool (VI/SPDAT). Assessment results are used to refer individuals to housing options that best meet their needs and to create a prioritized list. Chronically homeless individuals are prioritized for permanent supportive housing.

The City, in collaboration with other local housing funding partners, has contributed funds to the Lamplighter Inn project, which will convert a local motel into 58 affordable housing units, with 25% reserved for individuals exiting homelessness. The City has supported this project using Affordable Housing Trust Fund (AHTF), Community Development Block Grant (CDBG), and \$2 million in American Rescue Plan Act (ARPA) funds for property acquisition.

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

The City's CDBG entitlement funds and local resources will support individuals with special needs through the Adelante, Life Link, and Interfaith Shelter programs. These programs provide services to homeless individuals, veterans, and persons with special needs to address their specific requirements and facilitate their transition to permanent housing. The City's Youth and Family Services Division funds several transitional homeless programs, including Youth Shelters, which offer outreach, transitional living, rapid rehousing, and emergency shelter for youth and their dependent children who have special needs or are at risk of homelessness. The Interfaith Community Shelter also serves individuals with special needs or those at risk of homelessness. Additionally, these programs collaborate with the Veterans Advisory Board, which funds a veteran support worker through the Veterans Integration Center (VIC) and provides rental space at Interfaith for a Homeless Veterans Coordinator funded by the Veterans Administration.

The City also funds SFPS Adelante Program which works directly with students in Santa Fe Public Schools. The Adelante staff members work with students and their families' to qualify them for services through the McKinney-Vento Homeless Assistance Act and provide support focusing on housing instability, food instability, and academic success. CDBG funds are being used to provide enhanced security for homeless youth, such as Youth Shelters and Family Services' Transitional Living and Street Outreach Programs. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals

who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of organizations serving those who are, or are at risk of becoming, homeless (Life Link, SFPS Adelante Program, YouthWorks, the Santa Fe Recovery Center, and NM Coalition to End Homelessness). These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors, those young people who are unstably housed but working or attending higher education or trades training, and those starting a new chapter toward addiction recovery within the community. The collaboration was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together in a complimentary manner to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents.

The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems and assists youth and their families with support to overcome obstacles such as housing instability, and other wrap-around services. Additionally, Consuelo's Place Shelter takes in individuals who have been discharged from the county jail, the hospital, and recovery programs.

## **Discussion**

The City acknowledges the critical need for non-congregate shelter within the community and plans to enhance Consuelo's capacity to maintain its operations. City staff are currently evaluating alternative properties to establish a permanent non-congregate shelter, as the dormitories at the former college campus are scheduled for demolition in the near future. Midtown Emergency Shelter, known as Consuelo's Place Shelter, is Santa Fe's first and only non-congregate shelter. This facility serves as an essential community resource to stabilize vulnerable populations and facilitate their transition to permanent housing.

Several City housing projects and initiatives support non-homeless special needs populations, including the elderly, frail elderly, persons with disabilities, individuals with HIV/AIDS and their families, and public housing residents. Habitat for Humanity's Home Repair Program, regularly funded through the Community Development Block Grant (CDBG), provides emergency home repairs such as walk-in bathtubs, wheelchair ramps, and carpet replacement with linoleum for wheelchair users. Many program beneficiaries are elderly or have disabilities. Additionally, the City has allocated funding to the Santa Fe Civic Housing Authority for various public housing projects. According to the Authority, 328 families holding vouchers include a member with a disability, and 300 voucher participants are elderly.

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

### **Introduction:**

Individuals who are most heavily cost-burdened typically have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development, particularly affordable housing, as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice. The City also submitted the 2016 AI update, which was made available for public review alongside its successor, the 2017 Assessment of Fair Housing (AFH). The U.S. Department of Housing and Urban Development (HUD) required submission of both documents in consecutive years. Although the 2016 AI includes much of the framework mandated by the AFH under the federal Affirmatively Further Fair Housing rule, this update provides a comprehensive review of city housing policies, land use, and zoning regulations. It also incorporates elements of the successor study as required by HUD. Furthermore, this study examines in greater depth groups or individuals not captured in the 2016 AI participation, particularly those residing in Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs), Limited English Proficient (LEP) persons, and persons with disabilities.

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

According to the City's most recent AI, there are four substantial barriers to fair housing:

1. Lack of affordable housing: The City continues to undertake several activities to address its lack of affordable housing. In 2019, an ordinance amendment to the Santa Fe land use code eased restrictions on building accessory dwelling units. The objective was to provide incentives for incremental infill development and open up potential options for naturally occurring affordable rental units. The City also amended its inclusionary zoning program (SFCC 26-1, 26-2) to provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The funds generated through allowable fees-in-lieu are expected to generate enough revenue to continue funding tenant-based rental assistance to meet a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, and the lack of public transportation. Applicants for CDBG funds are required to demonstrate how their project will promote livability, sustainability, walkability to services, transportation and quality schools.
3. There is a lack of fair housing information and supportive services to assist people facing housing discrimination. The City's Fair Housing Assessment is accessible to the public on the City website and is updated every few years. The City also provides referrals to HUD's Fair Housing resources.

4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice. One quarter of these survey respondents identified this as a “very serious” contributing factor. By expanding outreach tools and through partnerships with advocacy organizations, the City seeks a more demographically diverse representation in voices and opinions to be shared throughout the City.

### **Discussion:**

Recent data shows a current occupancy of almost 98% for all rental housing in Santa Fe. Almost half of the city’s renter population is cost-burdened and three quarters of them do not earn enough to afford the median priced home for purchase. For that reason, the City continues to proactively enforce its inclusionary zoning requirement and to support the construction of housing, both affordable and market rate units. The City’s objective is to support a healthy housing market that offers all types and price ranges. To that end, the City’s been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn’t have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These areas include the Siler Road corridor, the Midtown Local Innovation Corridor District (Midtown LINC), at St. Michael’s Drive, the Airport Road corridor and the Midtown campus property.

Future production of new units will need to reflect the needs of emerging populations, specifically older, smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow “aging in place” and entrepreneurial activities.

A focus in 2026 will be on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic vitality, quality of life for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Access to adequate housing is a fundamental human need, comparable in importance to nutrition, sleep, and medical care. However, many individuals, including the poor, disabled, elderly, and segments of the workforce, cannot afford housing that meets their requirements. Insufficient quality housing negatively impacts individuals' capacity to accumulate wealth, engage in civic activities, enjoy leisure, and, critically, secure a safe and decent living environment. Consequently, the overall health and vitality of communities decline when residents lack adequate housing.

In Santa Fe, this situation is compounded by the fact that as a tourist destination and a place where wealthy people have second homes or choose for retirement, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many who rely on the local economy to afford housing. Furthermore, due to the rise of remote work from the COVID-19 pandemic, Santa Fe has seen an influx of remote workers move to the city who earn far more than the average Santa Fean and drive up market rate rents.

A common obstacle to the underserved need of homeownership for Santa Fe residents is lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

### **Actions planned to address obstacles to meeting underserved needs**

The primary obstacle to addressing underserved needs is insufficient capacity to close systemic gaps with existing resources. The local economic environment remains generally positive, characterized by low unemployment and moderate commercial growth. However, due to the predominance of tourism, service-oriented jobs, and a high proportion of self-employed and gig economy workers, the pandemic initially caused severe economic disruption. Currently, the economy is undergoing a recovery phase.

The City is committed to allocating its limited financial resources effectively and efficiently while collaborating with other agencies and programs to address community needs, especially those resulting from the pandemic. Priority will be given to ensuring safe housing for individuals who are recently unemployed, precariously housed, or homeless.

### **Actions planned to foster and maintain affordable housing**

The City of Santa Fe is dedicated to funding innovative and sustainable housing solutions that ensure permanently affordable housing for residents who live or work in Santa Fe. The City will continue to prioritize Community Development Block Grant (CDBG) and Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair, and rental assistance programs.

Additionally, the City provides administrative funding to nonprofit partners to deliver housing and related services.

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and three options for compliance for rental units: 1) paying a "fee-in-lieu of" (calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent); 2) constructing "Low Priced Dwelling Units" (affordable to renters earning up to 120% AMI); or 3) setting aside 15% for renters earning less than 80%AMI. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees.

The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

### **Actions planned to reduce lead-based paint hazards**

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

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

### **Actions planned to reduce the number of poverty-level families**

As part of an anti-poverty strategy, the City is implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects both followed suit and implemented this approach.)
- Continue funding a local housing voucher program to provide assistance to low-income homeowners or near to homeless and homeless families to prevent displacement; (Local funds will support , Adelante, NM Coalition to End Homelessness, YouthWorks, and Santa Fe Habitat for Humanity.)
- Work with for-profit and nonprofit organizations to develop new multi-family, mixed income rental property;
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city’s high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe. Specific programs that reduce the number of poverty level families are:

- Dedicating capital impact programming and resources to Santa Fe’s existing lower-income residential neighborhoods.
- Supporting youth recreation programs, meal delivery and afterschool resources to serve the needs of poverty level individuals and families.
- Continuing to support rehabilitation programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters.
- Supporting the SFCHA’s acquisition/rehabilitation of rental properties nearing the end of their initial affordability compliance periods as well as building new units when feasible.

### **Actions planned to develop institutional structure**

The primary challenge for the City of Santa Fe over the next five years is to address the growing housing demand amid constrained financial resources. The City’s service delivery model involves channeling most federal funds to sub-grantees and establishing administrative contracts with service providers. This approach ensures efficient and relevant service provision. Sub-grantees can subsequently leverage additional funding sources, including the Low-Income Housing Tax Credit (LIHTC), HOME Investment Partnerships Program (HOME), Emergency Solutions Grants (ESG), Community Development Financial Institutions (CDFI), and allocations from the state’s Mortgage Finance Authority.

The City of Santa Fe will implement the priorities outlined in the Consolidated Plan and the 2024 Annual Action Plan by continuing collaborative efforts with our non-profit partners. The City’s approach focuses on building the capacity of service providers rather than expanding municipal bureaucracy. City staff act as advocates and coordinators for partner non-profits. A further strength lies in the diversity of services

offered, with minimal overlap due to effective coordination among City departments and between the City and non-profit organizations. This communication and cooperation are essential to ensuring that services reach a broad spectrum of the population in need, including homeless individuals, senior citizens, low- and moderate-income residents, at-risk youth, and people with special needs and disabilities.

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

The City of Santa Fe has a longstanding history of collaboration with nonprofit, private, and governmental sectors to establish effective partnerships. It promotes cooperation with state and federal governments to increase funding for affordable housing, particularly for individuals with disabilities, seniors, minorities, female-headed households, and other special needs populations. The City functions as a convener by allocating funds to support diverse housing services and programs aimed at enhancing housing security. Through various citizen committees, including the Community Development Commission, Veterans Affairs Committee, Mayor's Panel on Disability, Built for Zero Initiative with Community Services, Children and Youth Committee, and coordination with the Economic Development Division to expand affordable workforce housing stock, the City ensures optimal deployment of resources within the community.

The Youth and Family Services Division funds multiple transitional homeless programs, including Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), and St Elizabeth Shelter (Men and Family shelter). Additionally, the Veterans Advisory Board provides funding for a veteran navigator through the Santa Fe Veterans Alliance and flexible resources to assist precariously housed veterans in maintaining their homes. The City also supports Adelante, a school-based program, and Communities in Schools, which identify and assist homeless families within Santa Fe Public Schools. Continued support will be provided to these organizations, including resources for case consulting meetings. These partners, among others, participate in CONNECT, a resource navigation program utilizing a City-purchased database. Although this data system is new, it has already yielded positive outcomes, such as improved identification of precariously housed individuals and families, facilitating their access to programs or housing assistance to prevent homelessness. Community Development Block Grant (CDBG) funds have been allocated for renovating Casa Cerrillos, a permanent supportive housing program operated by St Elizabeth Shelter, as well as supporting an outreach coordinator for the Drop In Center managed by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; support of the upgrades at Chainbreaker Collective's headquarters, where they offer both a Bicycle Resource Center and Renter's Rights Center; and support for low-mod homebuyers and homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

**Discussion:**

The City's philosophy emphasizes building the capacity of community-based service providers instead of expanding its bureaucracy. This approach is implemented through local funding that supports administrative contracts across nonprofit service areas, including affordable housing, youth programs, human services, and economic development. Consequently, Santa Fe's nonprofit network ranks among the strongest in New Mexico. Numerous pilot programs initiated in Santa Fe have been replicated statewide and nationally.

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

Due to many factors, such as some lingering economic effects of the Covid-19 pandemic, inflation, high interest rates, economic disparity in Santa Fe continues to worsen. The number of households at risk of becoming homeless or experiencing episodic homelessness has increased dramatically. Without an increase in resources to support services and facilities, the service providers will grapple with limited capacity to meet emerging needs. The Santa Fe City Council will continue to support an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

## Program Specific Requirements

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

**Introduction:**

The following identifies program income that is available for use that is included in projects to be carried out.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)



Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	200,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>200,000</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%



**Date:** April 9, 2026  
**To:** Governing Body, Quality of Life Committee, Finance Committee  
**From:** Carly Venditti, Metropolitan Redevelopment Agency Deputy Director   
**Via:** Andrea Phillips, Deputy City Manager   
**RE:** Installation of Banners at Midtown

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## EXECUTIVE SUMMARY:

This resolution would approve installing fifty (50) banners on City owned light poles, on the Midtown Campus to promote the opening of new businesses and draw attention to the Midtown Campus.

## BACKGROUND:

Section 14-7.6 of the City's Code allows installing banners on City property when erected by the City or a City permittee and if approved by the Governing Body via resolution. Under the City's Code, a resolution approving banner installation must include the dates of display, location, number, design approval process, installation, maintenance, and cost of installation.

The proposed resolution addresses the required elements for placing banners on the Midtown Campus as follows:

- The dates of display will be June 1, 2026, through June 1, 2027;
- The location is on City-owned light poles on the Midtown Campus;
- Fifty (50) banners total, one banner is allowed per light pole;
- The design of the banners has been approved by the Planning and Land Use Director and City Attorney as conforming to all applicable requirements and restrictions; and
- The City is responsible for the installation of the banners, and for replacing banners that become damaged, defaced, or are in any form of disrepair at its expense.
- The Metropolitan Redevelopment Agency has allocated ten thousand dollars (\$10,000) to install and maintain banners across the Midtown Campus.

## ATTACHMENTS:

Resolution  
Fiscal Impact Report

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2026-\_\_**

3 **INTRODUCED BY:**

4  
5 Councilor Jamie Cassutt

6 Councilor Amanda Chavez

7  
8  
9  
10 **A RESOLUTION**

11 **AUTHORIZING THE INSTALLATION OF FIFTY BANNERS FROM JUNE 1, 2026 TO**  
12 **JUNE 1, 2027, ON CITY OF SANTA FE-OWNED LIGHT POLES, ON THE MIDTOWN**  
13 **CAMPUS TO PROMOTE THE OPENING OF NEW BUSINESSES AND DRAW**  
14 **ATTENTION TO THE MIDTOWN CAMPUS.**

15 **WHEREAS**, SFCC 1987, Section 14-7.6, allows permittees or the City of Santa Fe  
16 (“City”) to install banners if the Governing Body adopts a Resolution, approving the banners; and

17 **WHEREAS**, SFCC 1987, Section 14-9.3 “General Definitions”, defines a “Banner” as “a  
18 temporary sign no larger than eighteen (18) square feet made of flexible material (cloth, paper,  
19 vinal, or other lightweight, non-ridged material) on which information relating to an event,  
20 function, or activity is painted or printed, which projects from, hangs from, or is affixed to a City-  
21 owned support structure”; and

22 **WHEREAS**, the Resolution banners installation must approve the banners’ dates of  
23 display, location, number, design, installation, maintenance, and cost; and

24 **WHEREAS**, the City’s Metropolitan Redevelopment Agency wishes to install banners to  
25 promote the opening of new businesses, including Tender Fire Kitchen, the Screen, and the New

1 Mexico Innovation Hub in Benildus Hall, and draw attention to the Midtown Campus; and

2       **WHEREAS**, the Metropolitan Redevelopment Agency proposes installing fifty (50)  
3 banners on light poles on the Midtown Campus.

4       **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
5 **CITY OF SANTA FE** approves the following banner design and installation plan:

6       Dates:                               The banners may be displayed from June 1, 2026 through  
7   June 1, 2027.

8       Location:                            The banners may be displayed on light poles at the  
9   Midtown Campus.

10      Number:                             Fifty (50) total banners may be displayed.

11      Design Approval Process:        The Planning and Land Use Director and City Attorney  
12    have approved the design of the banners conforms with  
13    all applicable requirements and restrictions. See Exhibit  
14    A.

15      Installation:                       Rustic Nomad may install the banners associated with  
16    this request.

17      Maintenance:                      The City shall immediately replace banners that become  
18    damaged, defaced, or are in any form of disrepair shall be  
19    replaced immediately. The City may remove any banners  
20    it deems in disrepair prior to their schedule removal date.

21      Cost Allocation:                   The Metropolitan Redevelopment Agency has allocated  
22    ten thousand dollars (\$10,000) to install and maintain  
23    banners across the Midtown Campus.

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PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MICHAEL GARCIA, MAYOR

ATTEST:

\_\_\_\_\_

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez  
Marcos D. Martinez (Apr 24, 2026 09:11:12 MDT)  
MARCOS MARTÍNEZ, CITY ATTORNEY

*Legislation/2026/Resolutions/Installation of Banners at Midtown*

# MIDTOWN

THE CENTER OF SANTA FE

[santafenm.gov/midtown-district](https://santafenm.gov/midtown-district)



CITY OF SANTA FE

FISCAL IMPACT REPORT

General Information:

(Check) Bill: \_\_\_\_\_ Resolution:  X

Short Title(s):  Installation of Banners at Midtown

Sponsor(s):  Councilor Jamie Cassutt and Councilor Amanda Chavez

Reviewing Department(s):  Metropolitan Redevelopment Agency

Staff Completing FIR:  Carly Venditti, MRA Deputy Director  Date:  4/9/226  Phone:  (505) 975-0675

Reviewed by City Attorney:  *Marcos D. Martinez*  Date:  04/24/2026   
Marcos D. Martinez (Apr 24, 2026 09:11:12 MDT)

Reviewed by Finance Director:  *Andrea Phillips*  Date:  04/24/2026   
ANDREA PHILLIPS (Apr 24, 2026 09:19:11 MDT)

Summary:

This resolution would approve installing fifty (50) banners on City owned light poles, on the Midtown Campus to promote the opening of new businesses and draw attention to the Midtown Campus. The banners would be hung on light poles on the Midtown Campus from June 1, 2026, through June 1, 2027. The request is pursuant to SFCC 1987, Section 14-7.6, which requires the Governing Body to adopt a resolution to permit installing banners on City-owned support structures, such as light poles.

Departments Affected:

Metropolitan Redevelopment Agency

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the Metropolitan Redevelopment Agency will not be able to install banners on the Midtown Campus.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

The Planning and Land Use Director and City Attorney have approved the form of the banners conform to the applicable requirements and restrictions.

Fiscal Implications:

The Metropolitan Redevelopment Agency has allocated ten thousand dollars (\$10,000) to install and maintain banners across the Midtown Campus.

Fiscal Impact

Check here if no fiscal impact

**Expenditures**

<b>Expenditure Type</b>	<b>FYE 2026</b>	<b>FYE 2027</b>	<b>FYE 2028</b>	<b>Require BAR (Y/N)</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>	<b>3-Year Total Cost</b>
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$7,699.66	\$ _____	\$ _____				
<u>Professional Services</u>	_____						
<u>Operating</u>	\$ 1,250	\$ _____	\$ _____				\$ _____
	_____						
<u>Total:</u>	\$ 8,949.66	\$ _____	\$ _____				\$ 8,949.66

**Expenditure Narrative:**

The Metropolitan Redevelopment Agency has \$8,949.66 for the creation of 50 “Midtown” banners including the fabrication, installation, and repair of the existing banner infrastructure on the Midtown campus. An excess of banners was produced so any damaged banners over the course of the year may be replaced and the aesthetics of these may remain presentable.

**Revenue**

<b>Revenue Type</b>	<b>FYE 2026</b>	<b>FYE 2027</b>	<b>FYE 2028</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

**Revenue Narrative:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Signature:** *Carly Venditti*

**Email:** cavenditti@santafenm.gov