



## Agenda

Regular Meeting of the Quality  
of Life Committee  
June 3, 2026 at 5:00 PM  
Council Chambers, City Hall  
200 Lincoln Avenue

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### Procedures for Quality of Life Committee Meeting

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

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

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
  - a. Building Watershed Resiliency: Parks and Open Space Green Infrastructure Initiatives and Community Partnerships (Zoë Isaacson, River and Watershed Manager, Parks and Open Space, [zisaacson@santafenm.gov](mailto:zisaacson@santafenm.gov) and Reese Baker, The Rain Catcher, [reese@theraincatcherinc.com](mailto:reese@theraincatcherinc.com))
6. Public Comment
7. Action Items: Consent Agenda
  - a. Request for Approval of the May 20, 2026, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; [maapodaca1@santafenm.gov](mailto:maapodaca1@santafenm.gov))

#### **Committee Review:**

Quality of Life Committee: 06/03/2026

- b. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of \$150,000 from General Fund to Tourism/Lodging Tax Fund for Fiscal Year

2026 Downtown Security Contract. (Andrea Phillips, Deputy City Manager, akphillips@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 06/03/2026

Finance Committee: 06/08/2026

Governing Body: 06/10/2026

- c. Request for Approval of Amendment No. 1 to Item #25-0054 with Santa Fe Public Schools to Increase the Compensation by \$500,000 for a New Total Amount of \$1,700,000 for Santa Fe Public Schools Work Based Learning Internship Programming. (Lizzy Portillo, Economic Development Specialist II; emportillo@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 06/03/2026

Finance Committee: 06/08/2026

Governing Body: 06/10/2026

- d. Request for Approval of Amendment No. 2 to Professional Services Contract Item #25-0217 With Urban Alchemy to Increase the Amount of Compensation by \$522,000 for a New Total Amount of \$2,020,303 for Shelter Operations of Homeless Services. (Kristen Woods, Youth and Family Services Program Manager, krwoods@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 06/03/2026

Finance Committee: 06/08/2026

Governing Body: 06/10/2026

- e. Request for Approval of Amendment No. 2 to Professional Services Contract Item #24-0490 with Interfaith Community Shelter Group to Increase Compensation by \$780,000 for a New Total Amount of \$2,310,000 and Extend the Term through June 30, 2027 to Provide Aid in Operations at Consuelo's Place Shelter. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

**Committee Review:**

Quality of Life Committee: 06/03/2026

Finance Committee: 06/08/2026

Governing Body: 06/10/2026

- f. CONSIDERATION OF RESOLUTION NO. 2026-\_\_\_\_. (Mayor Michael Garcia, Councilor Amanda Chavez, and Councilor Jamie Cassutt)  
A Resolution Updating Resolution No. 2025-38 to Include Seniors in the Scope of Service at the Micro Community to be Located at 2395 Richards Avenue. (Lia Salaverry, Youth and Family Services Division Director; lasalaverry@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 05/27/2026

Quality of Life Committee: 06/03/2026

Governing Body: 06/10/2026

- g. CONSIDERATION OF RESOLUTION NO. 2026-\_\_\_\_\_. (Councilor Amanda Chavez)  
A Resolution Removing "Pilot" Status from the Wellness Leave Pilot Program,  
Establishing Personnel Rules 13.91 and 13.92 as Permanent, and Adding a Requirement  
that Employees Complete all Required Trainings to Remain Eligible to Receive Wellness  
Day Leave. (Alvin Valdez, Benefits and Wellness Manager; aavaldez1@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 05/27/2026

Quality of Life Committee: 06/03/2026

Finance Committee: 06/08/2026

Governing Body: 06/10/2026

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Wednesday June 17, 2026
14. Adjourn

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

# Building Watershed Resiliency: Green Infrastructure Initiatives & Community Partners

Zoë Isaacson  
River and Watershed Manager  
& Reese Baker of  
The RainCatcher

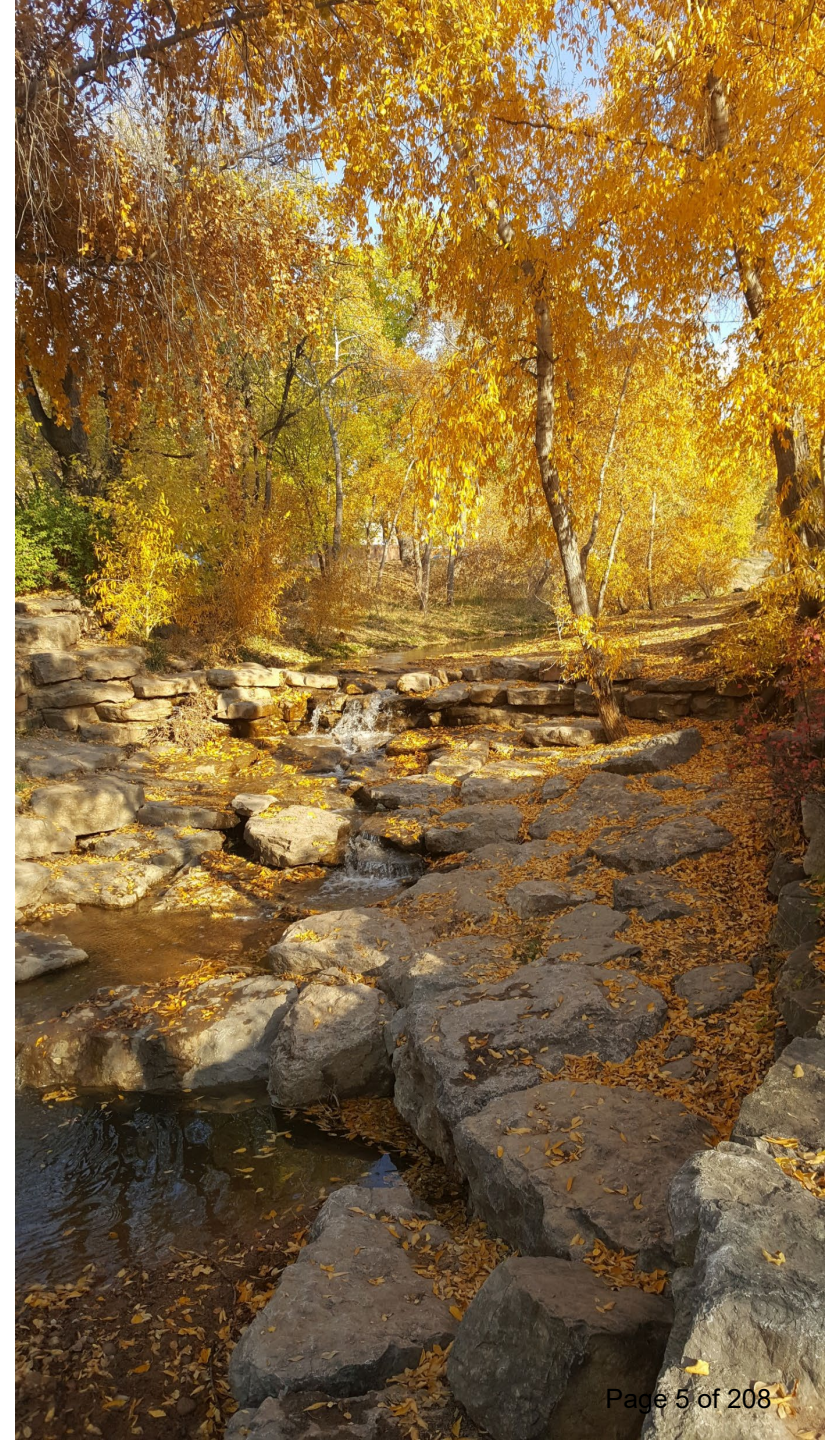
Quality of Life Committee

June 3, 2026



# Outline

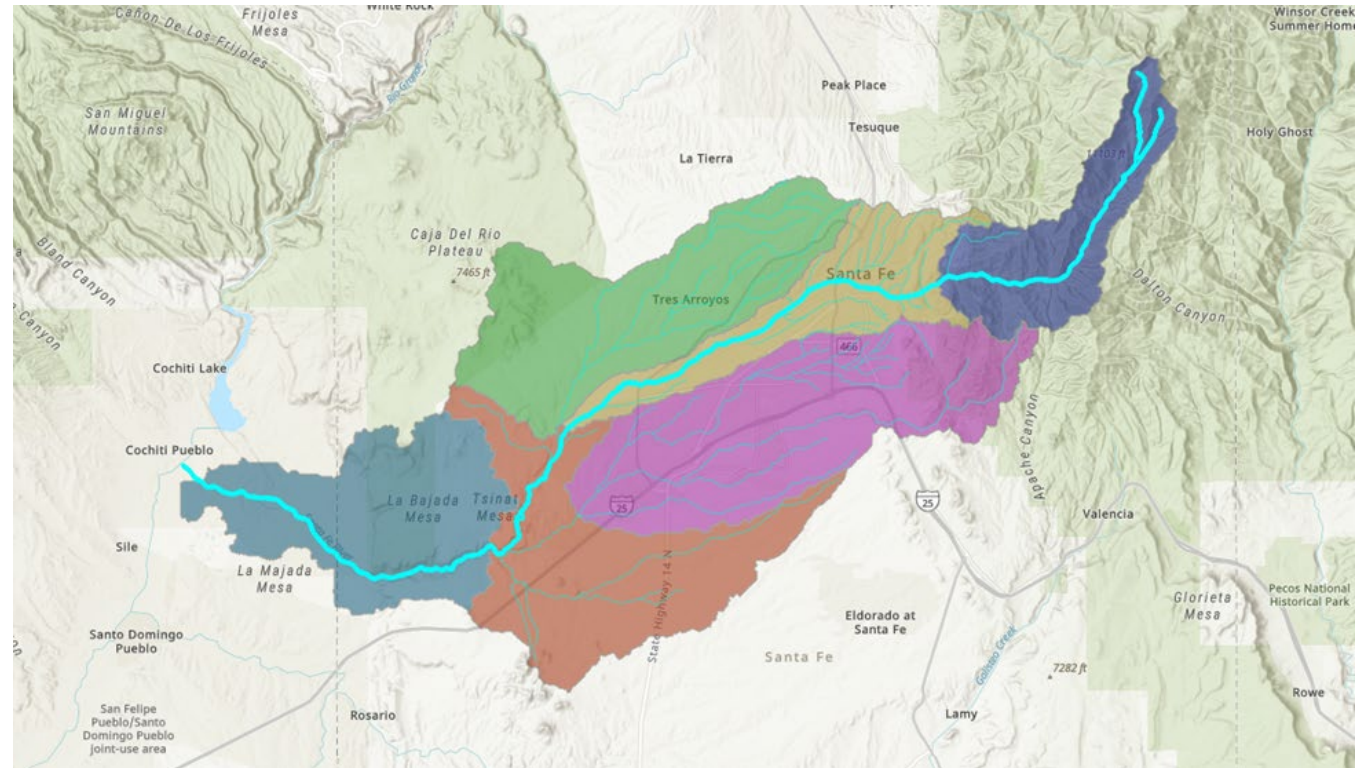
- Stormwater management in Santa Fe
- Reconnecting stormwater to the landscape
- City of Santa Fe initiatives
- The RainCatcher (Reese Baker)
- Questions



# Stormwater in Santa Fe

**All water in our watershed drains to the Santa Fe River,** either above or below ground.

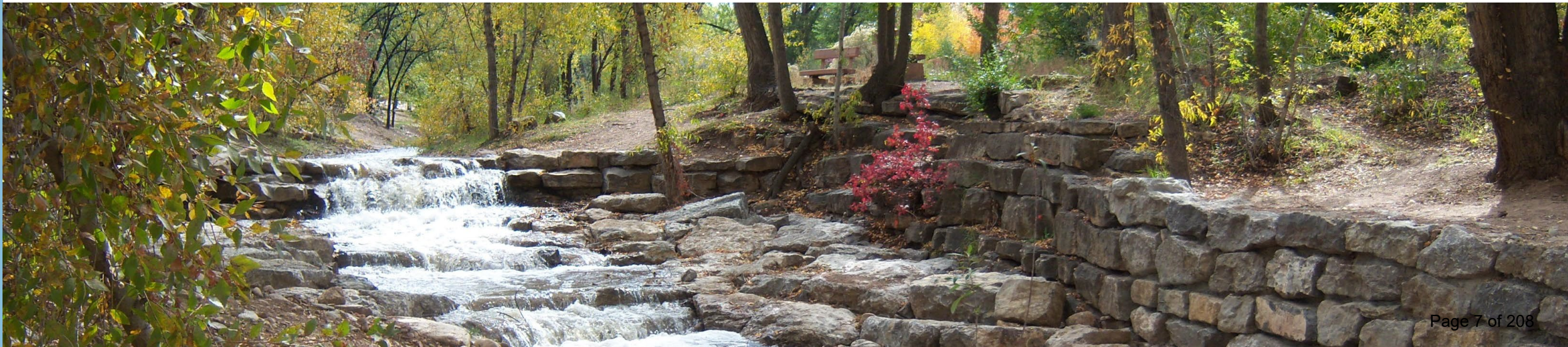
Water is conveyed through arroyos, acequia, and aquifers to the river channel. The Santa Fe River flows above and below ground to the Rio Grande, just south of Cochiti Reservoir.



# MS4 Permit

As part of the Clean Water Act, the EPA requires all municipalities over 50,000 people to hold an NPDES permit to discharge stormwater into Waters of the US (WOTUS) with the goal of improving surface water quality.

This permit requires the City to implement a Stormwater Management Plan (SWMP) to **improve stormwater quality**. This permit and plan are overseen by the City's River and Watershed Section.



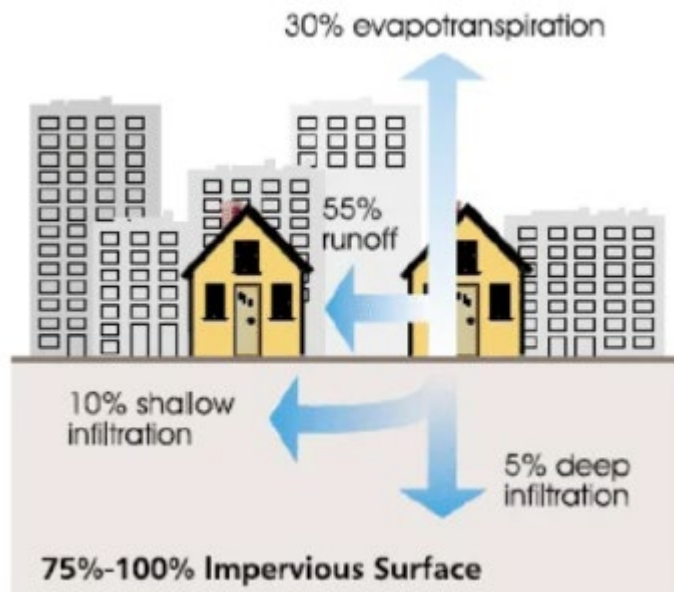
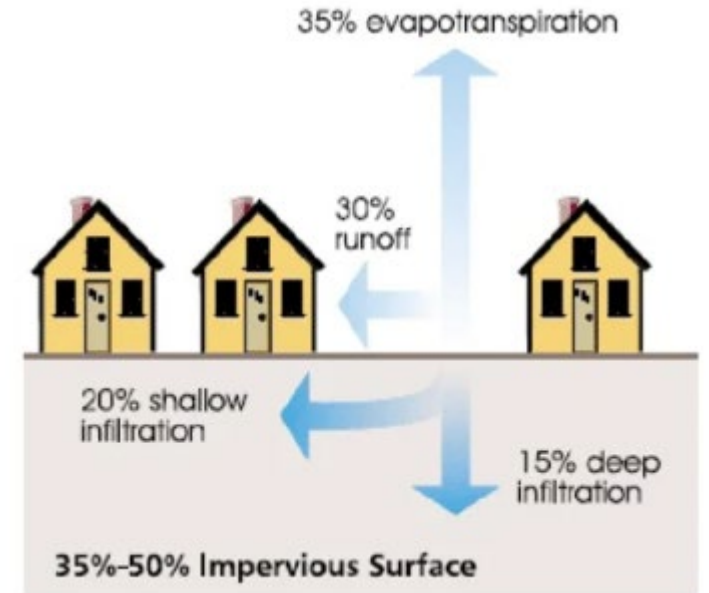
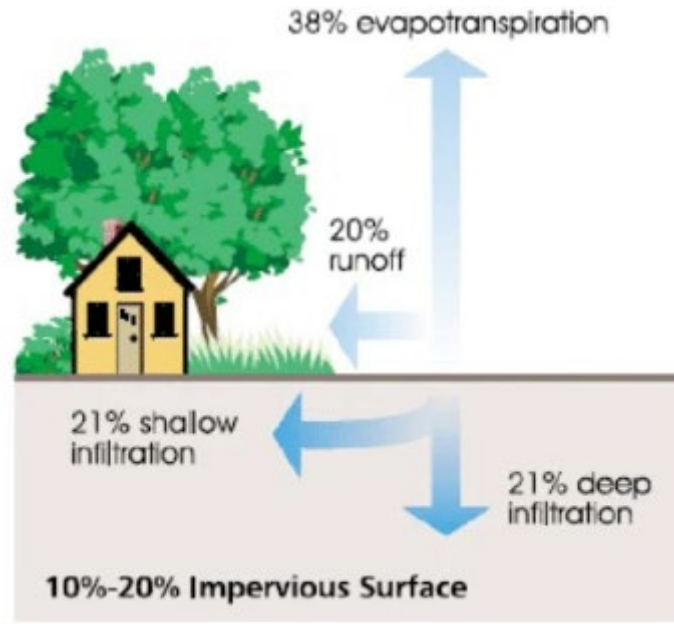
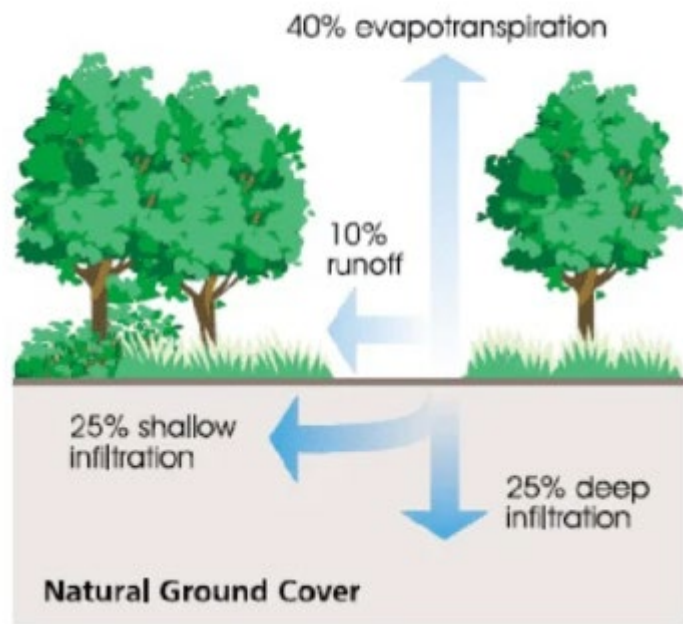
# The Pre-Development Landscape

In a pre-development state, the Santa Fe landscape functioned as a natural sponge. Historically, it is estimated that between 0.5 and 1.0 inch of rainfall could be absorbed and held by the soil and vegetation before significant runoff began.

**Canopy and Surface Storage:** Before water even touched the dirt, tree canopies (like piñon and juniper) and native grasses intercepted rainfall. Small natural depressions in the uneven ground also "trapped" water, allowing it to sit and soak in.

**Soil Composition:** Santa Fe's native soils, often composed of gravelly loams and sands, have high infiltration rates compared to the compacted soils or pavement found in developed areas today.

**Vegetation Roots:** Healthy root systems created channels in the soil, allowing water to travel deeper into the ground rather than sliding across the surface.



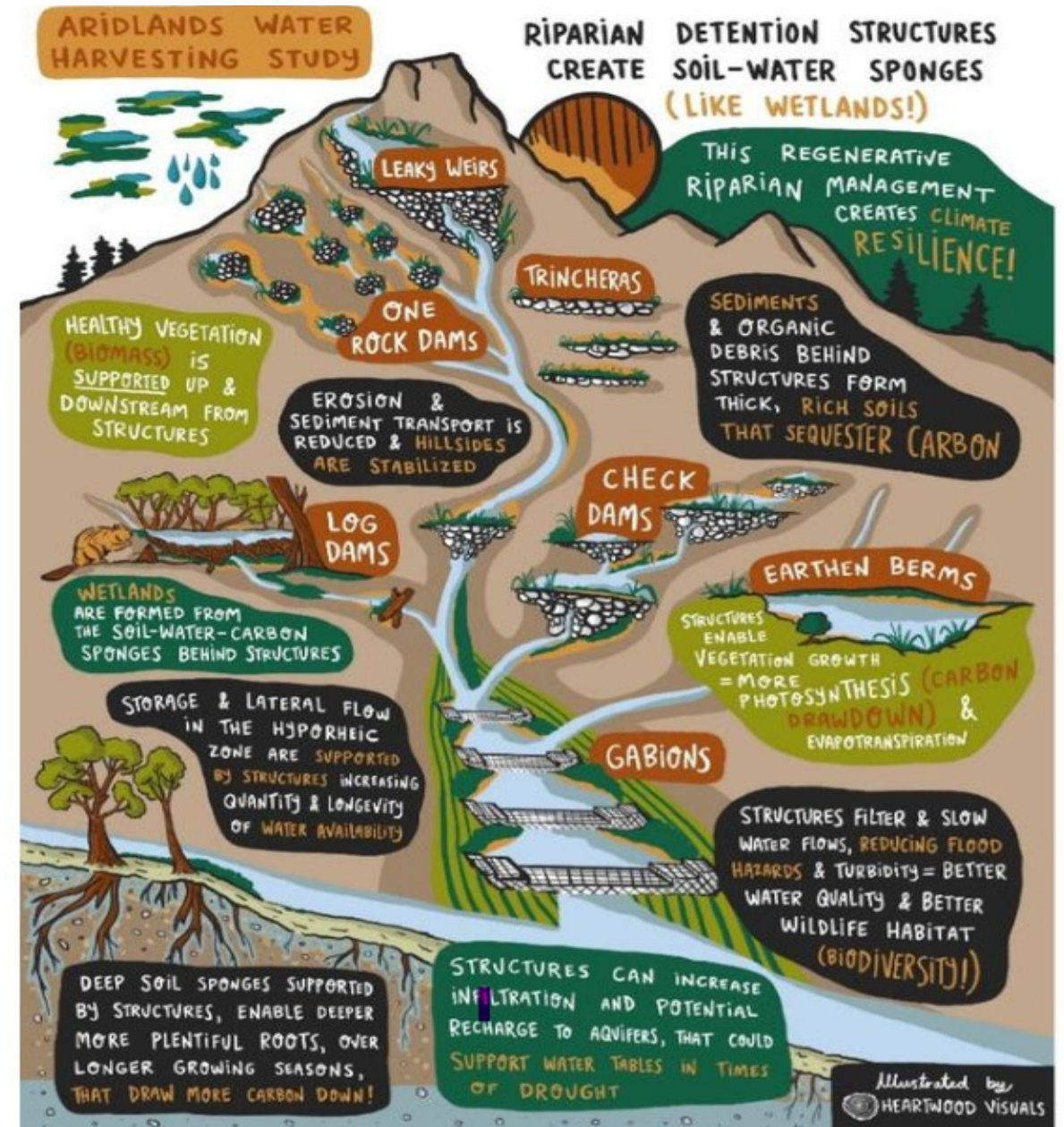
As impervious surfaces expand, the **land loses its ability to absorb water**. This shift converts beneficial rainfall into high-volume runoff that drives **erosion, accelerates infrastructure failures, and degrades local water quality**.

# Nature-Based Solutions

Nature-based Solutions (NbS) uses **natural materials** such as soil, vegetation, and rocks, **mimicking natural processes** to manage water and stabilize landscapes.

NbS are:

- Adaptable and Self-Healing
- Provide Multi-Beneficial Outcomes
- Cost-Effective
- Resilient



From Laura Norman's USGS Arid Land Water Harvesting :

# Using Nature-Based Solutions to Help Manage This:

- Polluted runoff
  - **Sediment** from erosion upstream
  - Toxins such as **oils and heavy metals** from roadway
- **Large volumes** of fast-moving stormwater
- **Costly and robust** infrastructure required





## And This...

NbS help capture peak pulses upstream of the Santa Fe River to reduce flood risk

# Green Stormwater Infrastructure

Green Stormwater Infrastructure (GSI) is a management strategy that uses soil, plants, and **natural design** to capture and filter rainwater.

By **slowing, spreading, and soaking** up runoff where it falls, GSI reduces the load on traditional drainage pipes and **treats stormwater as a local resource** rather than a waste product.

GSI **attenuates flooding, improves water quality, cools urban heat islands, and provides habitat.**

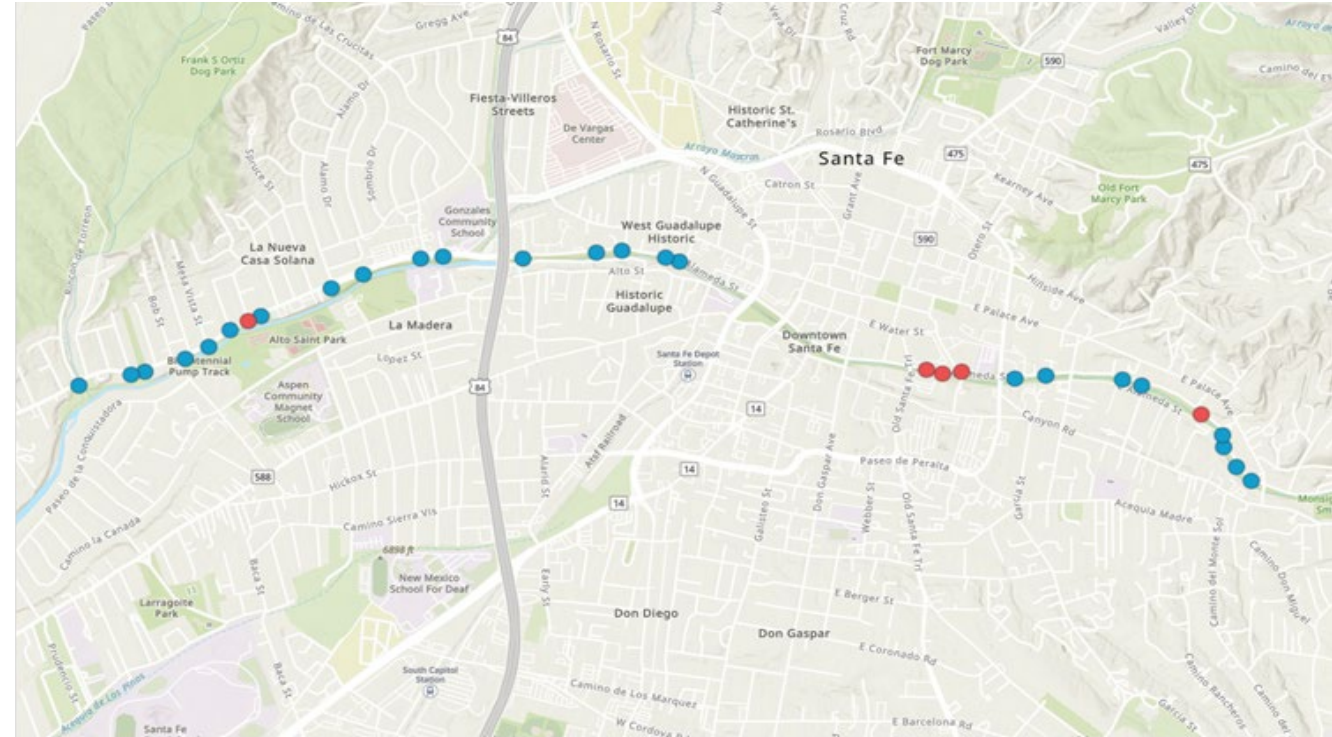


Collaboration the Rain Catcher, SFWA and City of Santa Fe (funded by River Stewards Grant and Santa Fe River Fund)

# Alameda Rain Garden Program

## The River Fund

"Money deposited in the voluntary river conservation fund shall be dedicated to projects **that improve the flow of water in the Santa Fe River in ways that enhance the ecosystems of the Santa Fe River** and its riparian corridor."



# Sicomoro Rain Garden at Alto Park

This bio-basin infiltrates up to **100,000 gallons** of runoff in a normal year.



Collaboration between SUH, the Rain Catcher, SFWA and City of Santa Fe (funded through Santa Fe River Fund)

# Runoff to Roots Program

The Runoff to Roots program supports neighborhoods and individuals that wish to install rain gardens in public spaces such as city parks, open spaces, and right of ways.

These rain gardens not only collect and infiltrate stormwater runoff from impervious areas but also beautify neighborhoods and provide pollinator habitat.



# Valley Drive Collaboration

- **Public/private** partnership
- Neighbors expressed interest
- **City designed and constructed retrofit** rain gardens
- Neighbors committed to **maintenance through volunteer agreement**
- **Improves drainage** on Valley Drive
- Increases **habitat**
- Provides **water quality** improvements



# Mary Esther Gonzales Senior Center

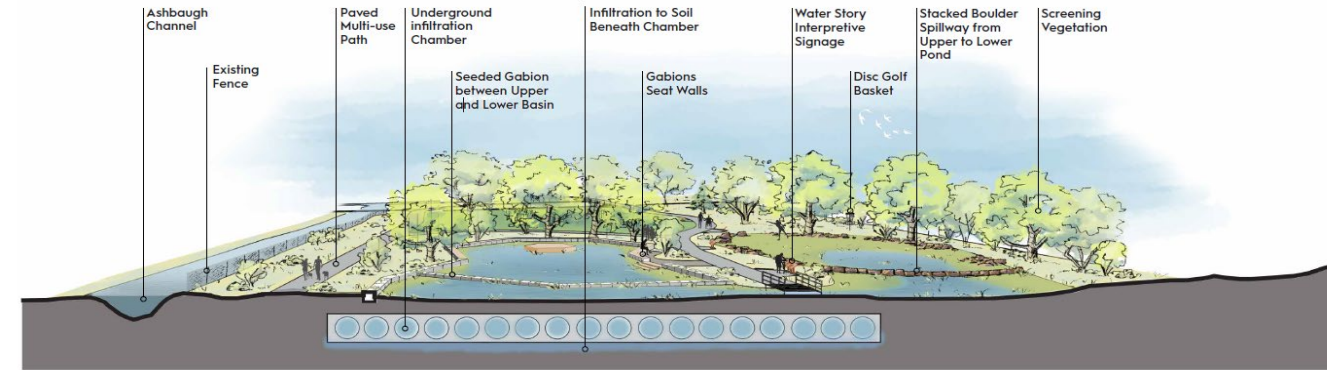
- **Public/private** collaboration
  - Public request for rain garden
  - City/volunteer built
  - MEG seniors decorated birdhouses (to be installed)
- **Solves drainage** problem
- **Beautifies** entrance to MEG
- Provides **pollinator habitat**
- Maintenance provided by **volunteers**



# Large-Scale Stormwater Infiltration Projects in Parks

## Project Goals:

- Reduce flooding by **capturing, detaining, and infiltrating** stormwater:
  - Improved water quality
  - Decrease pollutant loads at points of discharge
  - Additional support for locally adapted plants and wildlife
- Create **multi-beneficial space** by providing dual-purpose areas
- Provide **opportunities for gathering, place-making and nature play**



Ashbaugh Park Stormwater Infiltration



Marc Brandt Park Infiltration Basins

# Residential Campaigns

Educating homeowners to **prevent flooding** and **excess pollutant loads** by infiltrating water where it falls on your property.

This example brochure shows low-effort ways homeowners can implement onsite stormwater management.



# GSI Provides Habitat in Urban Environments

**Biodiversity** is the key to a healthy river corridor. Biodiversity increases resiliency:

- **Provides redundancy** in the system by supporting multiple species that play similar roles
- Improved **adaptive capacity** and resistance to climate change, pests or disease
- **Optimizes resources** as different species utilized nutrients and space in varied ways, creating a system that is harder to disrupt



**HABITAT TREE**  
**ÁRBOL HABITANTE**

 Female  
This dead tree is converted into a bird home for Northern Flicker birds (*Colaptes auratus*).  
Look for the Western Bluebird (*Sialia mexicana*) home down by the playground.

 Male  
Este árbol muerto se convierte en casa para los pájaros llamado el Carpintero de Pechera.  
Busca la casa del pajar el Azulillo del Oeste al lado del parque infantil.

An urban forestry project by:  
  

## Research Project Hopes to Naturally Eradicate Siberian Elms

12 Mar, 2024

A pilot project to establish a protocol for Siberian Elm eradication using -fungal inoculants was concentrated on five discreet areas throughout the City: The Arroyo de los Pinos behind Camino Lado, the Arroyo de las Cruces near Frenchy's Field Park, the Sierra Del Norte Trail Head/Dog Park, SWAN Park, and the Santa Fe River Trail near the Gonzales Pedestrian Crossing.



The project, led by Reese Baker of The Rain Catcher, LLC, is part of a research project piloted with the help of the [City's Parks and Open Space Division's River and Watershed Section](#).



# Building a Culture of Stewardship: we want to empower constituents to be stewards of our river and watershed.

An educational series sponsored by the City of Santa Fe & the Santa Fe River Commission

## RIVER TALKS

The City of Santa Fe and the Santa Fe River Commission are proud to announce this year's topics covering all things River and Watershed. Talks begin in September and run through the first week of October!

September 7th, 5:30PM-7:00PM

**Santa Fe Water Conservation Division Presents: Bees, Trees and Water and the Importance of Context Sensitive Environmental Stewardship**

- Location: Santa Fe River at Camino Escondido (south bank near the Bee Motel sculpture.) Bring a camp chair or blanket as seating will not be provided.
- Presenters: Christine Chavez, City of Santa Fe Water Conservation Manager & Kaitlin Haase, Xereces Society Southwest Pollinator Conservation Specialist

September 13th, 5:30PM-7:00PM

**Meeting EPA MS4 Goals Using Bio-Retention Basins and Green Stormwater Infrastructure**



October 1st, 3:00PM-4:30PM

**Acequia Culture: A Historical Review of Santa Fe's Acequia Madre**

- Location: 500 Market Station, Suite 200, Roundhouse Room (entrance next to REI in the Rail yard)
- Presenter: Phil Bove, Acequia Madre Historian

October 5th, 5:30PM-7:00PM

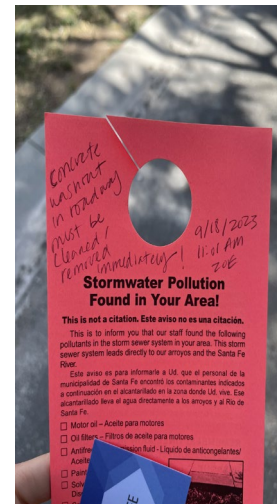


Stormwater in the Santa Fe River Watershed



## Stormwater in the Santa Fe River Watershed

The Santa Fe River Commission and the City of Santa Fe

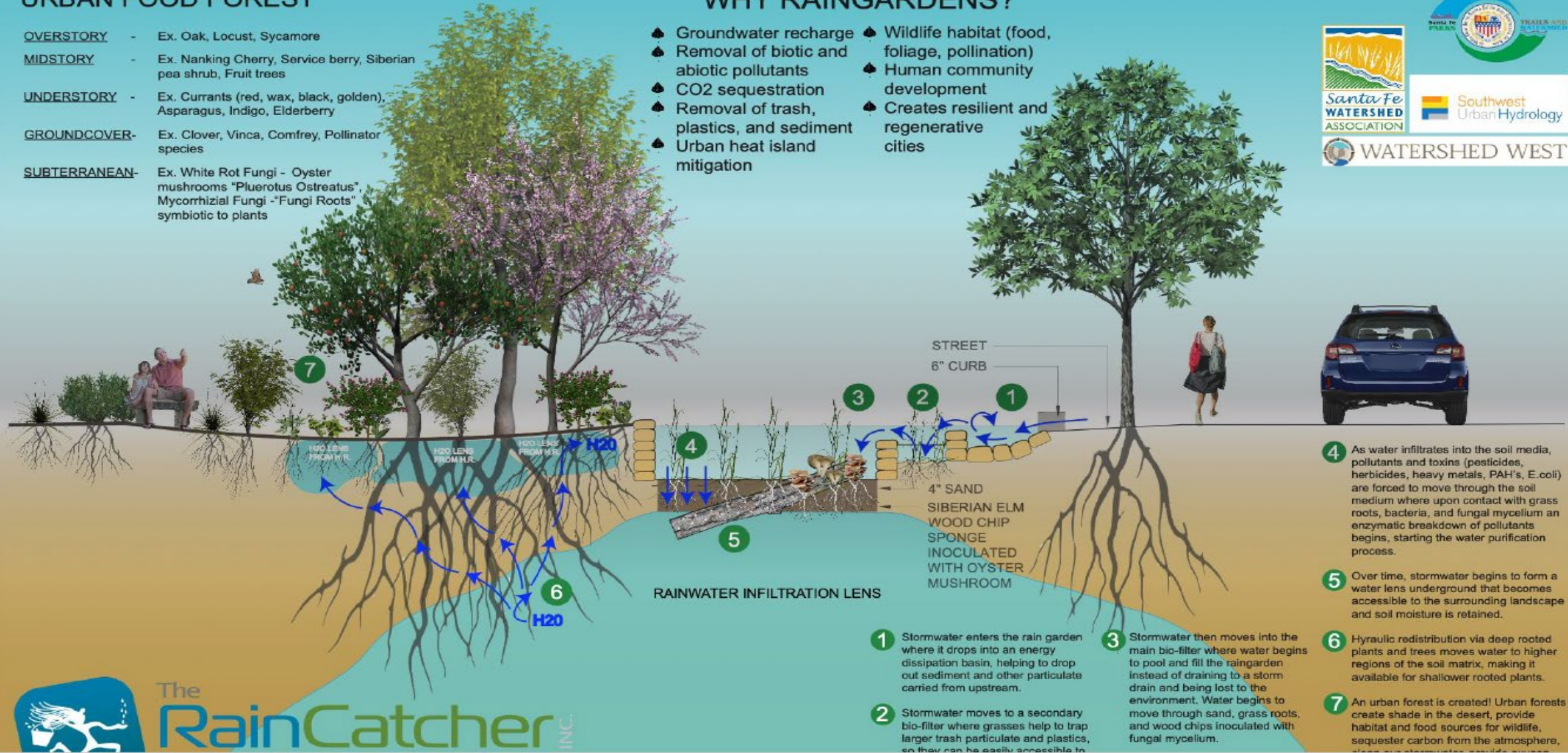


## URBAN FOOD FOREST

- OVERSTORY** - Ex. Oak, Locust, Sycamore
- MIDSTORY** - Ex. Nanking Cherry, Service berry, Siberian pea shrub, Fruit trees
- UNDERSTORY** - Ex. Currants (red, wax, black, golden), Asparagus, Indigo, Elderberry
- GROUND COVER**- Ex. Clover, Vinca, Comfrey, Pollinator species
- SUBTERRANEAN**- Ex. White Rot Fungi - Oyster mushrooms "Pleurotus Ostreatus", Mycorrhizial Fungi - "Fungi Roots" symbiotic to plants

## WHY RAINGARDENS?

- ◆ Groundwater recharge
- ◆ Removal of biotic and abiotic pollutants
- ◆ CO2 sequestration
- ◆ Removal of trash, plastics, and sediment
- ◆ Urban heat island mitigation
- ◆ Wildlife habitat (food, foliage, pollination)
- ◆ Human community development
- ◆ Creates resilient and regenerative cities



Interpretive signage at Brother's Lane Rain Garden on E Alameda

# Siringo Basin Study: a public/private effort

Before:



After:



A two-year study to determine how effectively these types of rain gardens enhance soil moisture to support urban vegetation through passive irrigation at various depths, reducing the need for supplemental water use.

# Aspen Dr Rain Garden

Before:



Demonstration rain gardens at The Rain Catcher headquarters on Aspen Drive

After:



# Aspen Dr Vegetation Strip

Before:



After:



Demonstration rain gardens along Aspen Drive

# Questions?

Zoë Isaacson  
River and Watershed Manager  
Parks and Open Space  
505-955.6853  
zrisaacson@santafenm.gov



Rain Garden at Cathedral Pl and E Alameda (designed and constructed by Seeds of Wisdom)

**QUALITY OF LIFE COMMITTEE  
WEDNESDAY, MAY 20, 2026, 5:00 PM  
COUNCIL CHAMBERS, CITY HALL  
200 LINCOLN AVENUE, SANTA FE, NM**

**1. CALL TO ORDER**

A regular meeting of the Quality of Life Committee was called to order by Councilor Alma Castro, Chair, at 5:01 pm, on Wednesday, May 20, 2026, in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, NM.

**2. ROLL CALL**

**MEMBERS PRESENT**

Councilor Pilar Faulkner  
Councilor Jamie Cassutt  
Councilor Amanda Chavez  
Councilor Elizabeth Barrett  
Councilor Patricia Feghali  
Councilor Alma Castro, Chair

**OTHERS PRESENT**

Heather Lamboy, Land Use Director  
Sandy Emory, Community Services Director  
Marcella Apodaca, Committee Liaison

**3. APPROVAL OF AGENDA**

**MOTION** A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve the agenda as presented.

**VOTE** The motion passed on a voice vote.

**4. APPROVAL OF CONSENT AGENDA**

Item 7 (B) was pulled for discussion by Chair Castro and Councilor Cassutt.  
Item 7 (D) was pulled for discussion by Councilor Cassutt and Councilor Feghali.

**MOTION** A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to approve the Consent Agenda as amended.

**VOTE** The motion passed on a voice vote.

**5. PRESENTATIONS**

None.

**6. PUBLIC COMMENT**

None.

**7. ACTION ITEMS - CONSENT CALENDAR**

**A. REQUEST FOR APPROVAL OF THE MAY 6, 2026, QUALITY OF LIFE COMMITTEE MEETING MINUTES.**

Approved on consent.

**B. REQUEST FOR APPROVAL TO RECLASSIFY TWO (2) ASSISTANT FIRE CHIEF POSITIONS FROM EXEMPT STATUS TO AT-WILL EMPLOYMENT TO ALIGN WITH EXECUTIVE-LEVEL CITY EMPLOYMENT STANDARDS AND ENHANCE OPERATIONAL FLEXIBILITY.**

**MOTION** A motion was made by Councilor Chavez, seconded by Councilor Cassutt, to approve the reclassification request.

**VOTE** The motion passed on a voice vote.

**C. CONSIDERATION OF BILL NO. 2026-6. ADOPTION OF ORDINANCE NO. 2026-\_\_\_\_\_. A BILL APPROVING THE GROUND LEASE AND DEVELOPMENT AGREEMENT OF A CITY-OWNED BUILDING, THE MIDTOWN VISUAL ARTS CENTER, WITH MIDTOWN ARTS AND DESIGN ALLIANCE, LLC.**

Approved on consent.

**D. CONSIDERATION OF BILL NO. 2026-9. ADOPTION OF ORDINANCE NO. 2026-\_\_\_\_\_. A BILL AMENDING SUBSECTION 12-6-12.3 OF ARTICLE VI OF THE UNIFORM TRAFFIC ORDINANCE (“UTO”) TO ELIMINATE MINIMUM PENALTIES FOR RECKLESS DRIVING AND RAISING MAXIMUM PENALTIES FROM TWENTY-FIVE DOLLARS (\$25) TO TWO HUNDRED AND FIFTY DOLLARS (\$250) FOR FIRST CONVICTIONS AND FROM THREE HUNDRED DOLLARS (\$300) TO FIVE HUNDRED DOLLARS (\$500) FOR SECOND OF SUBSEQUENT**

**CONVICTIONS; CREATING A NEW SUBSECTION 12-6-12.4A OF ARTICLE VI OF THE UTO EXHIBIT A TO CHAPTER 24, SFCC 1987 TO DEFINE, CRIMINALIZE, AND PENALIZE “AGGRESSIVE DRIVING”, AMENDING THE UTO’S SCHEDULE A TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE TO INCREASE CERTAIN PENALTIES, TO SPECIFY THAT ALL RECKLESS DRIVING FINES, AGGRESSIVE DRIVING FINES, AS WELL AS ALL SCHEDULE A PENALTIES (EXCEPT FOR THOSE DEDICATED TO TRAFFIC CALMING) SHALL BE SPLIT EQUALLY BETWEEN THE LAW ENFORCEMENT FUND AND FIRE SUPPORT SERVICES FUND, AND TO REQUIRE A MANDATORY COURT APPEARANCE FOR VIOLATIONS RELATED TO AGGRESSIVE DRIVING; CREATING A NEW SUBSECTION 12-6-12.25 OF ARTICLE VI “ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE” AND ESTABLISHING A PENALTY IN SANTA FE’S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.26 OF ARTICLE VI “UNSAFE SUDDEN STOPS” AND ESTABLISHING A PENALTY IN SANTA FE’S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR SAME; CREATING A NEW SUBSECTION 12-6-12.27 OF ARTICLE VI “THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN” AND ESTABLISHING A PENALTY IN SANTA FE’S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME.**

**MOTION** A motion was made by Councilor Feghali, seconded by Councilor Faulkner, to approve Bill No. 2026-9.

**MOTION** A motion was made by Councilor Feghali, seconded by Councilor Barrett, to move Amendment A to Bill No. 2026-9.

**VOTE** The motion passed on a voice vote.

**VOTE** (vote on main motion as amended)  
The motion passed on a voice vote with Chair Castro voting no.

**E. CONSIDERATION OF RESOLUTION NO. 2026-\_\_\_\_\_. A RESOLUTION ENSURING THE AVAILABILITY OF NARCAN FOR CITY OF SANTA FE TRANSIT, LIBRARY, AND RECREATION STAFF; REQUIRING TRAINING FOR APPROPRIATE EMPLOYEES TO RECOGNIZE OPIOID OVERDOSES AND ADMINISTER NARCAN; AND DIRECTING THE CITY MANAGER TO IDENTIFY AND ALLOCATE FUNDING TO MAINTAIN THE SUPPLY OF NARCAN NASAL SPRAY AND TRAINING OF NARCAN.**

Approved on consent.

**F. CONSIDERATION OF RESOLUTION NO. 2026-\_\_\_\_\_. A RESOLUTION APPROVING THE ADOPTION OF THE SANTA FE MIDTOWN METROPOLITAN REDEVELOPMENT AREA PLAN.**

Approved on consent.

**8. ACTION ITEMS: DISCUSSION AGENDA**

None.

**9. EXECUTIVE SESSION**

None.

**10. MATTERS FROM STAFF**

Heard.

**11. MATTERS FROM THE COMMITTEE**

Heard.

**12. MATTERS FROM THE CHAIR**

Heard.

**13. NEXT MEETING: WEDNESDAY, JUNE 3, 2026**

**14. ADJOURN**

There being no further business before the Committee, the meeting adjourned at 6:00 pm.

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Councilor Alma Castro, Chair

*Elizabeth Martin*

Elizabeth Martin (May 29, 2026 12:18:42 MDT)

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Elizabeth Martin, Stenographer





**Michael J. Garcia, Mayor**

## Memorandum

**DATE:** May 26, 2026

**TO:** Governing Body, Finance Committee, Quality of Life Committee

**VIA:** Brian Moya, Interim City Manager    Brian J Moya

**FROM:** Andrea Phillips, Deputy City Manager/Acting Finance Director    Andrea Phillips  
Randy Randall, Tourism Director    Randy Randall

**SUBJECT:** FY26 BAR for Downtown Security Utilizing \$150,000 in General Fund Reserves to Match \$150k in Tourism/Lodging Tax

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### REQUESTED ACTION

Request for approval of a Budget Adjustment Request to utilize \$150,000.00 from Fund 100 (General Fund) in the amount of \$150,000.00 to Fund 213 (Tourism/Visit Santa Fe) for the remainder of FY26 for downtown security. The contract is managed by Visit Santa Fe (Tourism Department). General Funds will be utilized to assist with providing services.

### BACKGROUND/SUMMARY

Additional security has been provided by a private security firm for the downtown area. Funds for the contract are derived primarily from Tourism (lodging tax), with General Fund providing the balance. The contract allows for additional security presence and patrols in defined areas. The average cost per month is roughly \$60-\$80k. An additional \$300,000 is necessary to fund the remaining months of the fiscal year, with half of the balance provided by Tourism funds.

### ATTACHMENTS:

Budget Adjustment Request (BAR) Form

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### City Council

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

Elizabeth "Liz" Barrett, District 2  
Paul C. Bustamante, District 2

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

Jamie Cassutt, District 4  
Amanda Chavez, District 4

**Signature:** *BRIAN MOYA*

**Email:** [bjmoya@santafenm.gov](mailto:bjmoya@santafenm.gov)

**Signature:** *akphillips*

[ANDREA PHILLIPS \(May 27, 2026 08:50:34 MDT\)](#)

**Email:** [akphillips@santafenm.gov](mailto:akphillips@santafenm.gov)

**Signature:** *Randy Randall*

[Randy Randall \(May 27, 2026 09:12:17 MDT\)](#)

**Email:** [rrandall@santafenm.gov](mailto:rrandall@santafenm.gov)





**The Purchasing Memo**

**Date:** May 15, 2026

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

**From:** Elisa Portillo, Economic Development Specialist

**Via:** Johanna Nelson, Economic Development Director  Johanna Nelson (May 15, 2026 14:59:29 MDT)

**Subject:** Amendment to SFPS Work-Based Learning (WBL) contract

**Vendor Name:** Santa Fe Public Schools

**Munis Vendor Number:** 1523

**ITEM AND ISSUE:**

The Office of Economic Development respectfully requests your review and approval of Amendment #1 to Contract no. 3250347 with The Santa Fe Public Schools for The Santa Fe Public Schools Work Based Learning (WBL) Internship Programming Amendment #1 by \$500,000, not to exceed for a total compensation of \$1,700,000 for a term of 4 years.

**CONTRACT NUMBER:**

The Munis contract number is 3250347

**BACKGROUND AND SUMMARY:**

The Office of Economic Development (OED) was awarded \$1.2 million in one-time funding in Fiscal Year 2025 to continue support for the Santa Fe Public Schools Work-Based Learning (WBL) Internship Program, previously funded through the American Rescue Plan Act (ARPA). **In Fiscal Year 2026, OED received an additional \$500,000 in one-time funding to sustain WBL internship programming, with funds estimated to be fully expended by March 2027.**

This professional services contract amendment will ensure the continuation of mentorship, job training, and other critical support services for high school students, including those at high risk of suspension or expulsion. Program components include business outreach, staffing support, supplies, event coordination, student mentoring, soft skills and life skills training, internship placement services, and paid internship opportunities.

Quarterly economic impact reporting will be required for this project.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** [212 ED Fund]

**Munis Org Name/Number:** [Economic Development Operations/2122800]

Munis Object Name/Number: [Professional Contracts/510300]

Budget Officer / Designee: Andy Hopkins Date: 05/20/2026

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

**PROCUREMENT METHOD:**

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

An exempt determination was received from Travis Dutton-Leyda Chief Procurement Office December 12, 2024 (See original contract). The existing contract, #3250347 expires on February 23, 2029.

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 05/22/2026

AP (May 20, 2026 07:57:41 MDT) 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:**

Amendment

Certificate of Insurance



# CITY OF SANTA FE

**CITY OF SANTA FE**  
**AMENDMENT No. 1 TO**  
**Contract # 3250347**  
**Original City Clerk Item Number: 25-0054**  
Work based learning internship

This AMENDMENT No. 1 (Amendment) amends the CITY OF SANTA FE CONTRACT, dated 2/13/2025 (Contract), between the City of Santa Fe (City) and SANTA FE PUBLIC SCHOOLS. (Contractor). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

## **1. RECITALS**

A. Under the terms of the Contract, Contractor has agreed to provide work-based learning internships.

B. Pursuant to the Amendment Article of the original 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:

Updated sections below to modify or replace the corresponding sections listed in the contract.

## **2. COMPENSATION**

Article 3 of the Contract is amended to increase the amount of compensation by a total of five hundred thousand dollars (\$500,000) so that Article 3 section A and B reads in their entirety as follows.

A. The City shall pay to the Contractor for services satisfactorily performed a total of one million seven hundred thousand dollars (\$1,700,00) – such compensation is not to exceed (1,700,000), excluding gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$1,700,000).

B. Payment. The total compensation under this Agreement shall not exceed one million seven hundred thousand (\$1,700,000) excluding New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor 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.

[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:

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

*Peter McWain*  
\_\_\_\_\_  
PETER MCWAIN

EXEC DIRECTOR OF CURRICULUM &  
INSTRUCTION

DATE: May 5, 2026

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

ATTEST:

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

Approved to form and legal sufficiency by:

*Ruby Crews*  
Ruby Crews (May 5, 2026 11:53:48 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Andrea Phillips*  
ANDREA PHILLIPS (May 22, 2026 11:30:05 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR









# work\_based\_learning\_internship-SFPS

Final Audit Report

2026-05-05

Created:	2026-04-27
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6YoZvFvXLSgtZmnY0TumdHLIT-teZAgi

## "work\_based\_learning\_internship-SFPS" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
2026-04-27 - 10:31:53 PM GMT- IP address: 63.232.20.2
-  Document emailed to Peter McWain (pmcwain@sfps.k12.nm.us) for signature  
2026-04-27 - 10:32:22 PM GMT
-  Email viewed by Peter McWain (pmcwain@sfps.k12.nm.us)  
2026-05-05 - 3:26:03 PM GMT- IP address: 74.125.209.67
-  Document e-signed by Peter McWain (pmcwain@sfps.k12.nm.us)  
Signature Date: 2026-05-05 - 5:50:39 PM GMT - Time Source: server- IP address: 64.90.146.212
-  Document emailed to Ruby Crews (racrews@santafenm.gov) for signature  
2026-05-05 - 5:50:41 PM GMT
-  Email viewed by Ruby Crews (racrews@santafenm.gov)  
2026-05-05 - 5:50:48 PM GMT- IP address: 62.10.205.21
-  Document e-signed by Ruby Crews (racrews@santafenm.gov)  
Signature Date: 2026-05-05 - 5:53:48 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2026-05-05 - 5:53:48 PM GMT



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: \_\_\_\_\_ FORM TITLE: : Notes


**Summary of New Mexico Tort Claims Act Section 41-4-19:**  
**Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.**  
**Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability**  
**Imposed by New Mexico Tort Claims Act [ NMSA 1975 §41-4-1 through 41-4-29]**  
**\$400,000 Bodily Injury Per Person**  
**\$200,000 Property Damage Per Property Address**  
**\$300,000 Medical**  
**\$750,000 Per Occurrence (excluding Medical)**  
**\$1,050,000 Combined Limit/Maximum Liability**

## The Purchasing Memo

**Date:** January 16, 2025

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

**From:** Lizzy Portillo, Economic Dev. Specialist; Johanna Nelson, Director Office of Economic Development

**Via:** Johanna Nelson, Director Office of Economic Development  [Johanna Nelson \(Jan 17, 2025 15:36 MST\)](#)

**Subject:** Santa Fe Public Schools (SFPS) Work Based Learning (WBL) One Time Funding

**Vendor Name:** Santa Fe Public Schools

**Munis Vendor Number:** 1523

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### ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of a Professional Services Contract in the total amount of \$1,200,000.00 not to exceed, for the Santa Fe Public Schools Work Based Learning Internship Programming for a term of four years through February 2029 with the Santa Fe Public Schools.

### CONTRACT NUMBER:

The FY25 Munis contract number is: #3250347

### BACKGROUND AND SUMMARY:

The Office of Economic Development has been awarded One-Time Funding to continue support for the Santa Fe Public Schools Work-Based Learning Internship Programing. Previously funded through the American Rescue Plan Act (ARPA) federal funding, this program has received an additional \$1,200,000 allocation of One Time Funding. This professional services contract will ensure continuation of mentorship, job training, and other critical services for high school students, including those at high risk of suspension or expulsion. Key program components include business outreach, support staff, supplies, event support, student mentoring, soft skills and life skills training, internship placements, and paid internships. Economic impact reporting for this project will be required on a quarterly basis.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** [212 ED General Fund]

**Munis Org Name/Number:** [Economic Development Operations/2122800]

**Munis Object Name/Number:** [Professional Contracts/510300]


**Budget Officer / Designee:** Andy Hopkins **Date:** Jan 17, 2025

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

**PROCUREMENT METHOD:**

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

The procurement method for this is exempt, the vendor is The Santa Fe Public Schools and has SOW has been determined to be professional services.

Chief Procurement Officer (CPO) / Designee:  Date: Jan 22, 2025

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

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

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

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

Vehicles included?  Yes |  No

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

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

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

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

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

Is this an externally funded purchase?  Yes |  No

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

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

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

Is this a Capital Asset or Project?  Yes |  No

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

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

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

**ATTACHMENTS:**

- Memo
- Professional Services Contract
- Procurement document: Exemption Determination/Email
- CPO Service Determination Email
- Horizons Decline
- Certificate of Insurance

Item #: 25-0054

Munis Contract #: 3250347

SWPA/GSA/Coop/RFP/ITB#: Exempt

24-25-820-198-1

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 **Santa Fe Public Schools**, 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 13-1-98; 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:

Screen, select, and place Santa Fe Public School (SFPS) junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates. Report quarterly on outcomes, metrics, and deliverables.

1. Intern Placement Services:
  - a. Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
  - b. Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.
2. Professional Support Staff:
  - a. Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
  - b. Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
  - c. Coordinate interview events to connect interns with potential employers.
  - d. Conduct regular visits to internship sites to monitor progress and provide support as needed.

- e. Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.
  - f. Conduct business outreach as needed for opportunities for WBL internships
  - g. Undertake other administrative duties essential to program operations and effectiveness.
3. Events and Supplies Management:
- a. Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
  - b. Procure necessary supplies and materials to support internship activities and events.
4. Metrics and Performance Measures:
- a. Intern Placement Success: 80% of interns successfully placed in industry internships.
  - b. Completion Rate: 80% of interns completing their internship assignments.
  - c. Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
  - d. Event Participation: 90% of interns attending program events.
  - e. Provide number of events hosted
  - f. Provide number of site visits conducted
5. Billing Structure:
- a. The total cost for the services outlined in the Scope of Work will be \$1.2 million, billed in increments upon completion of deliverables. .
  - b.

<b>City of Santa Fe Office of Economic Development OED: Santa Fe WBL One Time Funding Project</b>			
<b>Categories for Payment - Deliverables</b>	<b>SOW</b>	<b>Metrics</b>	<b>Reporting Due</b>
Paid internships for Juniors and Seniors + Benefits	<ul style="list-style-type: none"> <li>• Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.</li> <li>• Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.</li> </ul>	<ul style="list-style-type: none"> <li>• Intern Placement Success: 80% of interns successfully placed in industry internships.</li> <li>• Completion Rate: 80% of interns completing their internship assignments.</li> </ul>	Quarterly

Support Staff + Benefits	<ul style="list-style-type: none"> <li>• Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.</li> <li>• Organize and conduct employability skills trainings for interns to develop essential workplace competencies.</li> <li>• Coordinate interview events to connect interns with potential employers.</li> <li>• Conduct regular visits to internship sites to monitor progress and provide support as needed.</li> <li>• Undertake other administrative duties essential to program operations and effectiveness.</li> <li>• Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.</li> </ul>	<ul style="list-style-type: none"> <li>• Intern Placement Success: 80% of interns successfully placed in industry internships.</li> <li>• Completion Rate: 80% of interns completing their internship assignments.</li> <li>• Provide number of invoices reviewed for SFPS WBL</li> <li>• Provide number of site visits conducted</li> </ul>	Quarterly
Supplies & Events	<ul style="list-style-type: none"> <li>• Plan and execute events beneficial to WBL student interns, including meet &amp; greet events, end-of-summer showcases, and bootcamp trainings.</li> <li>• Procure necessary supplies and materials to support internship activities and events.</li> </ul>	<ul style="list-style-type: none"> <li>• Event Participation: 90% of interns attending program events.</li> <li>• Provide number of events hosted in quarter</li> </ul>	Quarterly

6. Internships at City of Santa Fe:



- a. The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

7. FERPA Requirements:

- a. The City agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g; 34 CFR Part 99.

8. Criminal Background Check

- a. For any individual providing services pursuant to the City’s explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan’s law and §22-10A-5 NMSA 1978 of the School Personnel Act:

Either: By this signature  \_\_\_\_\_, SHALL WARRANT that such individuals will not have unsupervised access to students; OR By this signature  \_\_\_\_\_, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner’s:

- i. Performance of an internet search on the individual; and
- ii. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.]

## 2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Work Based Learning internships for Santa Fe Public Schools High School Students 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 for services satisfactorily performed a total of one million two hundred thousand dollars (\$1,200,000); such compensation is not to exceed (\$1,200,000), excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$1,200,000.00).**

B. Payment. The total compensation under this Agreement shall not exceed one million two hundred thousand **\$1,200,000** excluding New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

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

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

## 4. Term

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

## 5. Termination

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

material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

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

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

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

## 6. Appropriations

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

## 7. Status of Contractor

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

## 8. Assignment

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

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

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

**14. Amendment**

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

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

**15. Entire Agreement.**

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

**16. Merger**

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

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

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. 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.

## **25. 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.

**26. 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.

**27. 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: Johanna Nelson, 123 E Marcy St Suite 205 Santa Fe, 87504,  
jcnelson@santafenm.gov

To the Contractor: Jose Villarreal, 1300 Camino Sierra Vista, Santa Fe, NM 87505,  
jvillarreal@sfps.k12.nm.us

**28. 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.

**29. 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.

**30. 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.




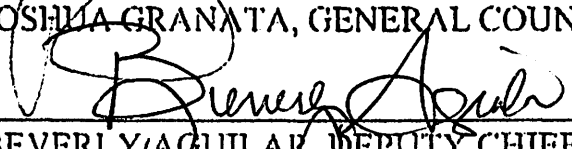
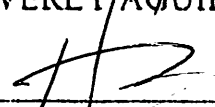
**31. Equitable Remedies**

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.

**32. 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.

<b>APPROVED BY SFPS:</b>
 01-15-25 PETER MCWAIN, EXECUTIVE DIRECTOR CURRICULUM & INSTRUCTION
 1/16/25 VANESSA ROMERO, DEPUTY SUPERINTENDENT OF TEACHING & LEARNING
 1/15/25 JOSHUA GRANATA, GENERAL COUNSEL
 1/16/25 BEVERLY AGUILAR, DEPUTY CHIEF FINANCIAL OFFICER
 HILARIO "LARRY" CHAVEZ, SUPERINTENDENT OF SCHOOLS

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:

  
Alan Webber (Feb 13, 2025 12:57 MST)

ALAN WEBBER, MAYOR

CONTRACTOR:  
**Santa Fe Public Schools**

*Peter McWain*

PETER McWAIN,  
EXECUTIVE DIRECTOR OF  
CURRICULUM AND INSTRUCTION

DATE: Jan 15, 2025

NMBTIN#: 01-505-914-0006

ATTEST:

  
ANDREA SALAZAR (Feb 13, 2025 13:30 MST)

ANDRÉA SALAZAR, CITY CLERK  
GB MTG 02/12/2025 *XIV*

CITY ATTORNEY'S OFFICE:

*Patricia Feghali*  
Patricia Feghali (Jan 15, 2025 16:35 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*

FINANCE DIRECTOR

# SANTA FE PUBLIC SCHOOLS

## ROUTING SLIP

Initiated by: Peter McWain

Phone: 505-467-2569

Date: 1/16/2025

Rec'd. by: Marie Gutierrez

SFPS Contract Number: 24-25-820-198-1

(Fiscal Year-Dept. Code-Agreement #-Type of Contract)

Dept./School Name: Curriculum & Instruction

Contractor Name: City of Santa Fe

\$1,200,000.00 ( Incoming Money)

**WHEN YOU RECEIVE A PSA, SERVICES CONTRACT, MOU, OR ADDENDUM PLEASE ROUTE ACCORDINGLY**

*(Person reviewing document should hand-deliver document to next person on the routing slip for review).*

**Please Keep the Routing Sheet Attached to Original Contract.**

PERSON RECEIVING DOCUMENT	INITIALS	DATE
<p>1. <b>TO: Business Services</b> (An Agreement number will be assigned, a blue routing slip will be attached, and forwarded to the appropriate Accountant).</p> <p><input checked="" type="checkbox"/> Complete Contract: Date, Scope of Services &amp; Compensation.</p> <p><input checked="" type="checkbox"/> Comply with Megan's Law.</p> <p><input checked="" type="checkbox"/> Comply with Disclosure of Contributions</p> <p><input checked="" type="checkbox"/> Contractor's Signature</p>	CRC	1/16/25
<p>2. <b>TO: Appropriate Accountant</b> in Business Services for approval &amp; initials for funding source, line item &amp; budget. Accountant will give to CFO to sign off for Business Services.(Business Services will forward to appropriate Executive Team Member).</p>	MB <i>MSB</i>	<i>1/16/25</i>
<p>3. <b>TO:</b></p> <ul style="list-style-type: none"> <li>· Chief Financial Officer, <b>OR</b></li> <li>· Deputy Superintendent, <b>OR</b></li> <li>· Associate Superintendent, <b>OR</b></li> <li>· Chief Operations Officer, <b>OR</b></li> <li>· HR Director</li> </ul>	<p>* <b>AND</b> Technology Director: if technology is involved. (Technology includes: phones, surveillance equipment computer systems, software, etc.)</p>	<p>VR see signature page</p> <p>RM see signature page</p>
<p>4. <b>TO: Superintendent Office</b> (when more than \$60,000) or Designee for review.</p>	<p>HC see signature page</p>	
<p>5. <b>TO: Board of Education for approval</b> (when over \$60,000).</p> <p>For Approval at the _____ Board Meeting</p> <p style="text-align: center;"><small>(Date)</small></p> <p style="text-align: center;"><input type="checkbox"/> <b>Approved</b>      <input type="checkbox"/> <b>Not Approved</b></p>	NA	
<p>6. <b>TO:</b> Appropriate Executive Team Member's office will route back to Business Services/Contracts to scan and e-mail to Initiator</p>		
<p>7a. <b>TO: Initiator</b> to attach contract with a requisition in the iVisions System for the purchase order processing. <i>*Please reference the contract # on all requisitions.</i></p>		
<p>7b. <b>TO: Initiator:</b> (If requisition is <i>not</i> required). The Initiator obtains the Contractor's signature &amp; returns the signed original to: Business Services Office; Copies to: Contractor &amp; Initiator.</p> <p><b>OR</b></p> <p>If PTO/PTC Contract: The Initiator obtains the PTO/PTC President/Vice President's signature &amp; returns the signed original to: Business Services Office; Copies to: PTO/PTC, Initiator and Human Resources.</p>		
<p>8. Original contract and Routing Slip will remain in Business Services/Contract Office. Initiator may obtain copy of contract through iVisions to copy for Contractor</p>		
<p><b>COMMENTS:</b></p>		

# City of Santa Fe, New Mexico

# memo

**Date:** December 12, 2024  
**To:** Travis Dutton-Leyda, Chief Procurement Officer  
**Via:** Johanna Nelson, Economic Development Director  
**From:** Elisa Portillo, Economic Development Specialist  
**Subject:** Exemption Determination Request, SF Public Schools WBL  
**Vendor:** Santa Fe Public Schools  
**Exempt:** NMSA 1978, Section 13-1-98 (A) City and SF Public Schools

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Economic Development Department respectfully request exempt determination using NMSA 1978, Section 13-1-98 (A) to be approved by the City’s Chief Procurement Officer (CPO), Travis Dutton-Leyda, for robust scope of work (SOW) summarized below:

The City will work directly with Santa Fe Public Schools (SFPS) to screen, select, and place junior and senior high school students in high-value industry internships. Key services include identifying and matching students with opportunities, managing work-based learning (WBL) systems, conducting employability skills training, organizing events, and ensuring program success through metrics such as placement success and completion rates. The program has a \$1.2 million budget, billed quarterly, with internships offered based on the City’s capacity needs. Compliance with FERPA and stringent background checks ensures a safe environment, with clear safeguards against unsupervised access by individuals with felony convictions or registration as sex offenders.

**Term:** December 12, 2024 - June 2025

**Approved Exemption**

  
\_\_\_\_\_  
Travis Dutton-Leyda, Chief Procurement Officer

12/12/24

**PORTILLO, ELISA M.**

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**From:** DUTTON-LEYDA, TRAVIS K.  
**Sent:** Sunday, December 8, 2024 8:46 PM  
**To:** PORTILLO, ELISA M.  
**Cc:** Purchasing DET; NELSON, JOHANNA C.  
**Subject:** Re: Request for Determination: One Time Funding for Highschool Internships

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good evening,

This is professional.

Thank you.

Regards,

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

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



Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

On Dec 2, 2024, at 12:05 PM, PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:

Good Afternoon,

Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for highschool students.

**Objective:**

Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

**Key Responsibilities:**

**1. Intern Placement Services:**

- Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
- Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

**2. Professional Support Staff:**

- Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
- Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
- Coordinate interview events to connect interns with potential employers.
- Conduct regular visits to internship sites to monitor progress and provide support as needed.
- Undertake other administrative duties essential to program operations and effectiveness.

**3. Events and Supplies Management:**

- Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
- Procure necessary supplies and materials to support internship activities and events.

**Metrics:**

- Intern Placement Success: 80% of interns successfully placed in industry internships.
- Completion Rate: 80% of interns completing their internship assignments.
- Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
- Event Participation: 90% of interns attending program events.

**Billing Structure:**

- The total cost for the services outlined in the Scope of Work will be \$1.2 million, billed in quarterly increments of \$400,000, with the first payment beginning on December 1, 2024, and the final payment due on June 1, 2025.

**Internships at City of Santa Fe**

The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

1. The City agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g; 34 CFR Part 99.

#### CRIMINAL BACKGROUND CHECK

For any individual providing services pursuant to the City’s explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan’s law and §22-10A-5 NMSA 1978 of the School Personnel Act.

1. By this signature \_\_\_\_\_, SHALL WARRANT that such individuals will not have unsupervised access to students; OR
2. By this signature \_\_\_\_\_, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner’s:
  - a. Performance of an internet search on the individual; and
  - b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

Happy to answer any questions. Thank you for your time.

Respectfully,

**Lizzy Portillo**

*Economic Dev. Specialist*

(505)531-7901

City of Santa Fe

Office of Economic Development



CITY OF SANTA FE  
ECONOMIC DEVELOPMENT

**PORTILLO, ELISA M.**

---

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>  
**Sent:** Monday, December 2, 2024 12:15 PM  
**To:** PORTILLO, ELISA M.  
**Cc:** NELSON, JOHANNA C.  
**Subject:** Re: Request for Determination: SOW for High School Internships

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**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 Elisa.

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 Mon, Dec 2, 2024 at 12:07 PM PORTILLO, ELISA M. <[emportillo@santafenm.gov](mailto:emportillo@santafenm.gov)> wrote:

Good Afternoon Matt,

I hope you are well.

Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for high school students.

**Objective:**

Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

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1. By this signature \_\_\_\_\_, SHALL WARRANT that such individuals will not have unsupervised access to students; OR

2. By this signature \_\_\_\_\_, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:

a. Performance of an internet search on the individual; and

b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

Thank you for your time.

Respectfully,

**Lizzy Portillo**

*Economic Dev. Specialist*

City of Santa Fe

Office of Economic Development





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: \_\_\_\_\_ FORM TITLE: : Notes

**Summary of New Mexico Tort Claims Act Section 41-4-19:**  
**Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.**  
**Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability**  
**Imposed by New Mexico Tort Claims Act [ NMSA 1975 §41-4-1 through 41-4-29]**  
**\$400,000 Bodily Injury Per Person**  
**\$200,000 Property Damage Per Property Address**  
**\$300,000 Medical**  
**\$750,000 Per Occurrence**  
**\$1,050,000 Combined Limit/Maximum Liability**










# URGENT - SFPS One Time Funding INTERNSHIP PROGRAM


Final Audit Report


2025-01-24


Created:	2025-01-17
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARSDpzMfCv3zoqwmS5AH7Tmzzwg7gDRAe


## "URGENT - SFPS One Time Funding INTERNSHIP PROGRAM" History


-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2025-01-17 - 10:33:25 PM GMT- IP address: 97.182.130.56
-  Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature  
2025-01-17 - 10:36:10 PM GMT
-  Email viewed by Johanna Nelson (jcnelson@santafenm.gov)  
2025-01-17 - 10:36:32 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)  
Signature Date: 2025-01-17 - 10:36:46 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov  
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign  
2025-01-17 - 10:36:48 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2025-01-17 - 10:55:40 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2025-01-17 - 10:57:54 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  
2025-01-17 - 10:57:56 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2025-01-21 - 4:58:27 AM GMT- IP address: 172.225.108.151

 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2025-01-22 - 3:33:27 PM GMT - Time Source: server- IP address: 98.97.112.124

 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2025-01-22 - 3:33:30 PM GMT

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2025-01-24 - 7:54:30 PM GMT- IP address: 104.47.64.254

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
Signature Date: 2025-01-24 - 8:02:13 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.  
2025-01-24 - 8:02:13 PM GMT










# GB,\_F,\_QoL\_-\_Santa\_Fe\_Public\_Schools\_-\_Exempt\_-\_25-0054\_(Contract#3250347)\_-Amendment\_#1

Final Audit Report


2026-05-22

Created:	2026-05-20
By:	AP (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdRRJUR13P-lfjI5O1SYPQ5pdwl6vboOV

## "GB,\_F,\_QoL\_-\_Santa\_Fe\_Public\_Schools\_-\_Exempt\_-\_25-0054\_(Contract#3250347)\_-Amendment\_#1" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)  
2026-05-20 - 1:55:00 PM GMT- IP address: 63.232.20.2
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling  
2026-05-20 - 1:57:10 PM GMT
-  Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP  
2026-05-20 - 1:57:39 PM GMT- IP address: 63.232.20.2
-  Form filled by AP (aeperez@santafenm.gov)  
Form filling Date: 2026-05-20 - 1:57:41 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature  
2026-05-20 - 1:57:44 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)  
2026-05-20 - 4:49:16 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)  
Signature Date: 2026-05-20 - 4:56:49 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2026-05-20 - 4:56:52 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2026-05-20 - 4:59:56 PM GMT- IP address: 63.232.20.2



 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)


Signature Date: 2026-05-22 - 2:51:48 PM GMT - Time Source: server- IP address: 153.66.23.125 - Signature Appearance Selected: IMAGE

 Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature

2026-05-22 - 2:51:51 PM GMT

 Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-05-22 - 5:30:05 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

 Agreement completed.

2026-05-22 - 5:30:05 PM GMT




The Purchasing Memo


Date: May 27, 2026

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

From: Kristen Woods, Youth and Family Services Program Manager  KRISTEN WOODS (May 27, 2026 13:50:17 MDT)

Via: Sandra Emory, Community Services Department Director 

Lia Salaverry, Youth and Family Services Division Director 

Marcella Apodaca, Community Services Business Operation Manager 

Justin Gonzales, Youth and Family Services Project Administrator 

1

Subject: Contract Amendment No. 2 to for Operations of Shelter Management

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE: 1

Request for Approval of Amendment No. 2 to Professional Services Contract 25-0217 With Urban Alchemy to Increasing the Amount of Compensation by \$522,000 for the New Total Amount of \$2,020,303 for Shelter Operations of Homeless Services. (Kristen Woods, Youth and Family Services Program Manager, krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3250623.

BACKGROUND AND SUMMARY:

The City of Santa Fe ('City') is procuring an operator for low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 12-month contract intended to stabilize operations while the City evaluates, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

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

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

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

**Budget Officer / Designee:** Andy Hopkins **Date:** 05/28/2026

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

**PROCUREMENT METHOD:**

**The procurement method used was NMSA 1978, Section 13-1-127, Emergency**

**Emergency NMSA 1978, Section 13-1-127** - The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).
- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over \$3.4M in public cost over two and a half years. Constituent Services, from 2022-2025, reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and \$1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

**Chief Procurement Officer (CPO)/Designee:**  **Date:** 05/28/2026

AP

AP (May 28, 2025 11:27:33 MDT)

**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

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

**Contract # 3250623**

**Original City Clerk Item Number: 25-0217**

Aid in providing resources to recently homeless individuals

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 6/17/2025 (the "Contract"), between the City of Santa Fe (the "City") and Urban Alchemy. (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 \$522,000, 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 one million eight hundred sixty-seven thousand four hundred and eight dollars and ninety cents (\$1,867,408.90) for the services described in the scope of work. The amount payable to the Contractor under this Agreement is inclusive of gross receipts tax ("GRT") and expenses. The GRT rate levied on this contract is 8.1875% equaling \$152,894.10. The not to exceed total compensation on this Contract is \$2,020,303.00.

**2. 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.

<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>Community Services Admin Youth and Family Services Division 119 E Marcy Street Santa Fe, NM 87501 505-955-6678</p>	<p><b><u>To the Contractor:</u></b> Urban Alchemy Chief Executive Officer  Dr. Lena Miller PO Box 425509, San Francisco, CA 94142 <a href="mailto:lenam@urban-alchemy.us">lenam@urban-alchemy.us</a></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.

**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.

[SIGNATURE PAGE TO FOLLOW]

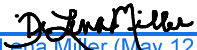
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

URBAN ALCHEMY

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

  
\_\_\_\_\_  
Lena Miller (May 12, 2026 13:43:27 PDT)  
LENA MILLER, CHIEF EXECUTIVE OFFICER

DATE: May 12, 2026

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

ATTEST:


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

CITY ATTORNEY’S OFFICE:

  
\_\_\_\_\_  
Ruby Crews (May 12, 2026 14:46:46 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
\_\_\_\_\_  
ANDREA PHILLIPS (May 28, 2026 16:37:25 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR












# Urban Alchemy Amendment 1\_CoSF

Final Audit Report

2026-05-12

Created:	2026-05-04
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8k3moNYyBv3IfFS5wtoROUI0-OCi8xp

## "Urban Alchemy Amendment 1\_CoSF" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
2026-05-04 - 8:17:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to Lena Miller (lenam@urban-alchemy.us) for signature  
2026-05-04 - 8:18:32 PM GMT
-  Email viewed by Lena Miller (lenam@urban-alchemy.us)  
2026-05-04 - 9:23:37 PM GMT- IP address: 74.125.209.68
-  Email viewed by Lena Miller (lenam@urban-alchemy.us)  
2026-05-06 - 5:14:56 PM GMT- IP address: 66.249.84.98
-  Email viewed by Lena Miller (lenam@urban-alchemy.us)  
2026-05-08 - 8:30:46 PM GMT- IP address: 66.249.84.109
-  Email viewed by Lena Miller (lenam@urban-alchemy.us)  
2026-05-10 - 8:26:17 PM GMT- IP address: 66.249.84.100
-  Email viewed by Lena Miller (lenam@urban-alchemy.us)  
2026-05-11 - 4:57:01 PM GMT- IP address: 66.249.84.101
-  Email viewed by Lena Miller (lenam@urban-alchemy.us)  
2026-05-12 - 8:38:06 PM GMT- IP address: 66.249.84.99
-  Document e-signed by Lena Miller (lenam@urban-alchemy.us)  
Signature Date: 2026-05-12 - 8:43:27 PM GMT - Time Source: server- IP address: 23.93.108.47 - Signature Appearance Selected: MOBILE\_DRAW
-  Document emailed to Ruby Crews (racrews@santafenm.gov) for signature  
2026-05-12 - 8:43:29 PM GMT
-  Email viewed by Ruby Crews (racrews@santafenm.gov)  
2026-05-12 - 8:44:14 PM GMT- IP address: 104.47.65.254



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**Adobe**  
Acrobat Sign

 Document e-signed by Ruby Crews (racrews@santafenm.gov)

Signature Date: 2026-05-12 - 8:46:46 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

 Agreement completed.

2026-05-12 - 8:46:46 PM GMT

← Back to All Requests

# Homelessness – Agape House Operations – 3250623

2026-686-Request

Status: **Closed**    Amount: **\$2,020,303.00**    Last Action: **Final Approval Received**

Actions ▾

**Fully Approved**

Approved On  
5/26/2026

## EMERGENCY REQUEST AND DETERMINATION

<b>Name of Request</b>	<b>Created On</b>
Homelessness – Agape House Operations – 3250623	04/14/2026
<b>Summary of Request</b>	
Requesting to create an amendment to specify funding needs and adjustment for operations	
<b>No Background or Category Codes</b>	
<b>Requestor</b>	<b>Approval Group</b>
<b>JG</b> Justin Gonzales	Community Service Admin
<b>Creator</b>	
<b>JG</b> Justin Gonzales	
<b>Desired Delivery Date</b>	
05/05/2026	
<b>Fiscal Year</b>	
FY26	

## Purchase Details

<b>Total Budget Amount</b>
\$2,020,303.00

## Vendor Selection

No vendor selected at this time.

## Emergency Assessment

<b>Department Contact:</b>
Lia Salaverry, Kristen Woods, Justin Gonzales
<b>Email:</b>
lasalaverry@santafenm.gov, krwoods@santafenm.gov, jmgonzales@santafenm.gov
<b>Phone Number</b>

505-955-6678

**Description of Goods/Service to be Procured:**

shelter operations

**Quantity of the Goods or Service**

12 Months

**Type of Good or Service**

Professional Services

**Emergency Justification:**

Health or Safety of Any Persons

**Term of Contract (Emergency)**

1 year

**Conversion:**

To Contract

**Vendor Name**

Urban Alchemy

**Vendor's Address**

255 Golden Gate Ave. San Francisco, CA 94102

**Vendor's Email Address**

lenam@urban-alchemy.us

**Scope of Work (Emergency)**

Scope of Work

The Contractor shall provide the following services for the City:

A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults[CJ1.1][SL1.2][CJ1.3] who are experiencing homelessness (Shelter).

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

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

D.

Facility and Operations Requirements

a) Staff the Shelter 24 hours a day, 7 days a week, and provide at least two meals per day onsite.

b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.

c) Recruit locally based employees.

e) Allow guests to remain onsite during the day, with access to meals, restrooms, and hygiene services.

f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT and utilize these platforms for data capture in compliance with HUD and CoC standards.

g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.

h) Maintain a secure storage system for guests' personal items, medications, and bicycles.

i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.

j) Provide Low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:

- Income
- Criminal history background
- Outside use of drugs/alcohol
- Need to have support animals in shelter

k) Practice Harm Reduction

• Use Harm Reduction activities and services with participants engaged in substance use, including but not testing for drugs and alcohol.

• Prohibit smoking in all physical structures and designate restricted areas.

• All staff must be trained in Narcan administration and other life-saving measures

## l) Use Crisis Intervention and De-Escalation

- Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.

## m) Follow Housing First

- Provide housing case-management to all guests staying in Shelter
- Emphasize strategies for appropriate diversion from shelter

n) Compliance with City Direction: The service provider shall comply with all City-directed mediation, escalation, and corrective actions in response to any identified issues, complaints, or performance concerns, and will participate in good faith in all resolution processes as required by the City.

## E. Data, Coordination, and Accountability

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

## F. Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in three formats: 1) one-time information provided to the City within the first month of the contract execution date, 2) monthly reporting metrics provided to the city by no later than the first of each month, after the contract execution date, and 3) weekly summary reports provided to the City by no later than 12pm each Friday for the duration of the contract period.

One-time information provided to the City should include:

## Employment, Training, and Hiring Practices

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

## Site Operations, Policies and Training

- SOP for receiving, documenting, and responding to client and community concerns
- Routine site monitoring and maintenance procedures (e.g., cleanliness, safety checks, and facility inspections at defined intervals)
- Guest Code of Conduct, including all related guidelines and Standard Operating Procedures (SOPs) governing guest behavior and escalation procedures.
- Good Neighbor Agreements (if applicable)
- Public facing contact information for how to reach shelter staff in emergencies
- Program details outlining transportation options and services provided to guests

Weekly reports must include the following:

## Utilization &amp; Capacity

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

## Service Engagement

- Number of guests connected to services, including:
  - Number of individuals enrolled in case management
  - Number of individuals receiving specific services and/or benefits
  - Number of individuals who obtained vital documents (ID, birth certificate, SS card, etc.)
  - Number of individuals connected to employment services
  - Number of individuals referred to domestic violence services
  - Number of individuals referred to Referrals to substance use services
  - Number of Narcan distributed

## Housing &amp; Navigation Outcomes

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

## Demographics

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

#### Oasis Data

- Utilization & Reach
  - Total unique visitors to the Oasis (weekly)
  - Average daily unique visitors
  - Total visits (including repeat/duplicated visits)
- Service Engagement
  - Basic needs supports provided (e.g., food/snacks, water, coffee)
  - Information and referral services provided (e.g., service provider information, navigation support)
  - Service plans created
- Referrals to Services (by Category)
  - Behavioral Health & Medical:
    - Referrals to substance use services
    - Referrals to sobering center
    - Narcan distributed
  - Housing & Shelter:
    - Referrals to Coordinated Entry / housing assessment
    - Referrals to shelter or shelter waitlist
  - Social & Stabilization Services:
    - Referrals to care coordination (e.g., Agape or similar)
    - Referrals to employment services
    - Referrals to domestic violence services

#### Monthly Reports

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

- General site and program updates, including program events, new or expanded services, partnerships and coordination with the broader community and service provider network, volunteer engagement opportunities (if applicable), wins and other notable activities or initiatives.
- Contractor shall document and maintain records of all guest and facility incidents. Contractor shall provide the City with reports limited to overdose incidents and any incidents requiring contact with emergency responders (Police, Fire, or EMS).
- Safety and cleanliness indicators (including efforts toward bed bug mitigation, regular cleaning protocols, and related facility maintenance practices.)
- Staff training activities, opportunities, and associated outcomes
- Contractor shall conduct at least one (1) guest survey and one (1) neighbor feedback survey every six (6) months during the term of the contract and include the results in the corresponding monthly report.

#### G. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish and publicize a public-facing complaint and response protocol for neighborhood concerns.
- Contractor shall proactively coordinate with the City to identify, scope, and budget for all non-capital repairs and ongoing maintenance necessary to ensure the Shelter's structural integrity, safety, and functionality. Contractor shall provide regular updates on facility conditions and anticipated maintenance needs, including advance notice of any issues requiring repair. All scopes of work and associated budgets must be reviewed and approved in writing by the City's Facilities Team and Community Services representatives prior to the commencement of any work.

This responsibility includes, but is not limited to, servicing HVAC systems, repairing plumbing, maintaining life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and exterior systems.

#### G. Site Relocation Plan for Residents

Develop a client relocation plan for the closure of the Current Location and potential relocation at a new location, including a phased intake process as needed. This includes targeted case management for individuals to assist in their transition to permanent housing, alternative shelter or other positive outcomes and service placements. The City will be primarily responsible for overarching plans regarding the specific service model, relocation site, and other programmatic logistics involved with the phase out of the 2801

Cerrillos location.

- Actively engage and participate in the transition from the current shelter to a new facility by leading client engagement and noticing with trauma-informed practices in collaboration with City staff's input.

**Detailed Justification:**

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.

In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).

Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over \$3.4M in public cost over two and a half years.

Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.

At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and \$1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

**Measures to Minimize the Duration and Impact of the Emergency Procurement**

This emergency procurement is limited to a 14-month term to allow for immediate stabilization while the City conducts a feasibility review of the site and develops a long-term plan for shelter operations.

During the emergency term, the City will:

- Conduct an evaluation of whether 2801 Cerrillos Road is an appropriate long-term shelter location
- Explore alternative locations or potential redevelopment opportunities for community serving uses
- Develop and issue a competitive procurement (or use a cooperative agreement) for a permanent shelter operator during the emergency contract period

These steps are intended to ensure accountability, improve long-term outcomes, and prevent future reliance on emergency procurement under similar circumstances.

The Community Health and Safety Department will coordinate a feasibility study regarding transitioning the shelter from its current location into an area that can better serve its needs and mitigate impacts to surrounding areas.

The City will either release an RFP for a new permanent operator or procure services using another non-emergency method, such as cooperative agreement or an existing contract.

**Future Steps to Prevent Similar Emergency Procurements**

The Community Health and Safety Department is taking several steps to reduce reliance on emergency procurement moving forward. These include:

- Building formalized contingency plans for shelter operations and emergency protocols for operator transitions.
  - Increasing interdepartmental coordination and data-sharing to monitor public safety and public health indicators in real time.
- These strategies aim to improve operational resilience and ensure that future service transitions can be handled through standard procurement methods with minimal disruption.

**Attachments**

**Uploaded Documents**

 25-0217\_Urban\_Alchemy\_Packet\_.pdf

Workflow



✓ Request Submitted



Created By

**JG** Justin Gonzales

Submitted by Justin Gonzales on 5/21/26 at 3:29pm

Returned on 5/21/26 at 3:06pm

Submitted by Justin Gonzales on 5/1/26 at 8:30am

Returned on 4/16/26 at 12:58pm

Submitted by Justin Gonzales on 4/14/26 at 2:54pm

✓ CPD Analyst Initial Review



Approved

Procurement Analyst Senior

**KM** Kristy Miera

Approved by Kristy Miera on 5/21/26 at 3:33pm

Approved by Kristy Miera on 5/1/26 at 1:48pm

Rejected by Kristy Miera on 4/16/26 at 12:58pm

■ We need a new quote from the vendor to justify the increase of amount and term.

✓ Requesting Department Director



Approved

Director Review

**MS** Manuel Sanchez

Approved by Manuel Sanchez on 5/21/26 at 4:19pm

Approved by Manuel Sanchez on 5/4/26 at 9:55am

✓ CPO Review



Approved

Chief Procurement Officer (CPO)

Travis Dutton-Leyda

Approved by Travis Dutton-Leyda on 5/21/26 at 5:00pm

Approved by Travis Dutton-Leyda on 5/14/26 at 9:20am

✓ City Attorney



Approved

**City Attorney**

**MM** Marcos Martinez

Approved by Marcos Martinez on 5/22/26 at 9:04am

---

Approved by Marcos Martinez on 5/14/26 at 10:15am



**Request to Transfer Contract Funding**

**From: Melek Totah, CFO**

**Date: 4-27-26**

**Agape Shelter Situation:**

The Agape Shelter Contract included a statement of work (SOW) for a 24-7 operational Shelter serving 100 guests, with care coordination staff. The current costs to operate until June 17<sup>th</sup> is \$2.0 million to operate (see below chart).

<b>Agape</b>	<b>February YTD</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Full Year</b>
Budget	1,398,402	175,000	11,942			1,585,344
Overage			165,000	175,000	94,960	434,960
<b>Total</b>	<b>1,398,402</b>	<b>175,000</b>	<b>176,942</b>	<b>175,000</b>	<b>94,960</b>	<b>\$ 2,020,303</b>

\*Original Budget of \$1.5 million plus Interfaith Closeout Costs \$87,040.

The corresponding Agape Shelter budget only included a 16-hour operational Shelter for \$1.5 million. The discrepancy was raised to the City shortly after Urban Alchemy took over the services in August 2025.

**Outreach/Love Situation:**

We anticipate the Love/Oasis contract will be underspent by \$845,158 due to the deployment of only 1 Oasis and other savings.

<b>Love/Outreach</b>	<b>February YTD</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Full Year</b>
Original Budget	1,017,272	127,000	127,000	127,000	127,000	1,525,272
Underspend						\$ 845,158
<b>Total</b>	<b>1,017,272</b>	<b>127,000</b>	<b>127,000</b>	<b>127,000</b>	<b>127,000</b>	<b>\$ 2,370,429 *</b>

\*Original Budget of \$1,928,406 [Outreach of \$997,662, 2 Oases of \$930,775] plus Department of Workforce Solutions of \$442,372.

**Proposal:**

Our proposal is to move \$522,000 in funding from the Love Outreach contract to the Agape Shelter Contract for the fiscal year 25-26. This is made up of \$434,960 in additional costs for a 24-7 shelter and coverage of the Interfaith Closeout of \$87,040. The only scope change will be to remove the second Oasis from the Love/Outreach contract for the fiscal year 25-26.

**URBAN ALCHEMY**  
 981 Howard Street, Ste. 2B  
 San Francisco, CA 94103

[urban-alchemy.us](http://urban-alchemy.us)



**Background:**

The Love/Outreach contract originally included the outreach team and two Oases sites; then additional funding was added from the Department of Workforce Solutions for on call outreach services, taking the total budget to \$2.4 million. However, only one Oasis site was deployed resulting in savings of \$465,000. In addition, costs were reduced due to staff vacancy. Therefore, we anticipate \$845,158 in savings for the fiscal year.

**URBAN ALCHEMY**  
981 Howard Street, Ste. 2B  
San Francisco, CA 94103

[urban-alchemy.us](http://urban-alchemy.us)



May 23, 2025

Henri M. Hammond-Paul  
Director, Community Health and Safety  
119 E. Marcy Street, Suite 101  
Santa Fe, New Mexico 87501  
[Hmhammondpaul@santafenm.gov](mailto:Hmhammondpaul@santafenm.gov)

RE: City of Santa Fe and Urban Alchemy Professional Services Agreement

Dear Mr. Hammond-Paul;

By my signature below, on behalf of Urban Alchemy (“UA” or the “Organization”), I hereby represent and warrant the following with respect to the services as described in the agreement between UA and the City of Sante Fe (the “City”) dated on or about May 23, 2025 (the “Agreement”):

1. Organization is duly authorized and registered to do business in the place of performance;
2. Organization is ready, available, capable of and has experience carrying out the services as described in the Agreement (the “Services”);
3. Organization agrees to perform and carry out the Services and its responsibilities, obligations, and duties as described in the Agreement in a workmanlike and professional manner in accordance with all applicable standards of the industry;
4. Organization has no known obligation to any third-party which may in any way limit or restrict its ability to perform Services;
5. Organization will faithfully and diligently render the Services pursuant to applicable professional and ethical standards, in accordance with applicable standards of care, and to furnish Services in accordance with applicable laws, the Agreement, City policies and procedures, and additional requirements as reasonably requested by the City.

I the undersigned hereby certify that I am an authorized signatory of Urban Alchemy and am attesting to the representations and warranties contained herein.

DocuSigned by:  
*Dr. Lena Miller*


Dr. Lena Miller, Co-Founder and CEO

Date: 05/23/2025

## The Purchasing Memo

**Date:** May 30, 2025

**To:** Governing Body and Finance Committee

**From:** Henri Hammond-Paul, Director, Community Health and Safety Department 

**Subject:** Emergency Shelter Management Contract

**Vendor Name:** Urban Alchemy

**Munis Vendor Number:** 9716

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### ITEM AND ISSUE:

Community Health and Safety Department respectfully requests your review and approval of a service contract in the total amount of \$1,498,303 shelter management services for a term of 12 months with Urban Alchemy.

### CONTRACT NUMBER:

The FY25 Munis contract number is 3250623.

### BACKGROUND AND SUMMARY:

The City of Santa Fe (“City”) is procuring an operator for a low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 12-month contract is intended to stabilize operations while the City evaluates the long-term viability and use of the current facility. The contractor will ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

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

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

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

**Budget Officer / Designee:** Andy Hopkins **Date:** 05/30/2025

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

### PROCUREMENT METHOD:

**The procurement method used was NMSA 1978, Section 13-1-127, Emergency**

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).
- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over \$3.4M in public cost over two and a half years.
- Constituent Services, from 2022-2025, reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and \$1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

**Chief Procurement Officer (CPO)/Designee:** Emily K. Oster **Date:** 05/30/2025

**CPO Comment/Exceptions:** Finance Director signed on behalf of CPO, CPO 000

**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:**

Emergency Determination

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

Professional Services Contract

**City of Santa Fe  
Emergency Determination Form**



The emergency procurement method may only be used as described in NMSA 1978, § 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: **Community Health and Safety, City of Santa Fe**

Department Director: **Henri Hammond-Paul**

Department Contact: **Julie Sanchez**

Department Telephone Number: **505-955-6678**

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **Name of Contractor: Urban Alchemy**

**Address of Contractor: 255 Golden Gate Ave. San Francisco, CA 94102**

**Amount of prospective contract: \$1.5 Million**

**Term of prospective contract: 14 Months**

**Location of Services:**

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

The City of Santa Fe (“City”) is procuring an operator for a low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 14-month contract is intended to stabilize operations while the City evaluates the long-term viability and use of the current facility. The contractor will ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

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

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

**D. Facility and Operations Requirements**

- a) Staff the shelter 24 hours a day, 7 days a week, and provide at least two meals per day, onsite.
- b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
- c) Recruit locally based employees.
- d) Do not recruit staff from other service agencies located in Santa Fe, NM.
- e) Allow guests to remain onsite during the day, with access to meals, restrooms, and hygiene services.
- f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT.
- g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.
- h) Maintain a secure storage system for guests’ personal items, medications, and bicycles.
- i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.
- j) Provide Low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:
  - Income
  - Criminal history background

- Outside use of drugs/alcohol
  - Need to have support animals in shelter
- k) Practice Harm Reduction
- Use Harm Reduction activities and services with participants engaged in substance use, including by not testing for drugs and alcohol.
  - Prohibit smoking in all physical structures and designate restricted areas.
- l) Use Crisis Intervention and De-Escalation
- Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.
- m) Follow Housing First
- Provide housing case-management to all staying in shelter
  - Emphasize strategies for appropriate diversion from shelter
- n) Participate in Cold Weather Emergency Services (Code Blue)
- Participate in planning for adverse weather services and assist in developing systems that best meet the needs of those experiencing homelessness during adverse weather.
  - Support Code Blue activities as requested by the City’s Community Health and Safety Department (CHS).

**E. Data, Coordination, and Accountability**

During the initial 2-months, hold bi-weekly meetings with CHS representatives to review operations, performance, spending, and discuss questions contractor staff or CHS may have. After the initial 2-months, participate in additional meetings scheduled by the City on an as-needed basis. Participate in City initiatives, including data and service coordination, as requested by the City.

*Compliance and Performance Metrics*

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

Quarterly reports must include the following:

- Average occupancy rate
- Number of guests connected to identified services
- Guest and facility incident reports and responses
- Guest and neighbor feedback (anecdotal or survey-based)
- Bed utilization (target: >85%)

- Percent of guests connected to the Coordinated Entry System (CES), a system for prioritizing people experiencing homelessness based on their vulnerability, measured by a VI-SPDAT assessment in order to quickly and effectively provide assistance; or case management that assist with the planning, facilitation, and coordination of resources and services, promoting your and your family’s safety, quality of life, and overall wellbeing.
- Percent of guests who exit to permanent housing
- Safety and cleanliness indicators
- Basic guest intake data (demographics, personal identifier) and track shelter utilization.
- Number of guests enrolled into the Homeless Management Information System (HMIS) and CONNECT when possible.

**F. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance**

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish a public-facing complaint and response protocol for neighborhood concerns.
- Make all non-capital repairs and ongoing maintenance necessary to ensure Shelter structural integrity and function and safe and functional operations. This responsibility includes, but is not limited to servicing the HVAC, repairing plumbing, keeping up of life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and basic building systems.

**IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.**

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
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- Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and \$1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

**V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

This emergency procurement is limited to a 14-month term to allow for immediate stabilization while the City conducts a feasibility review of the site and develops a long-term plan for shelter operations.

During the emergency term, the City will:

- Conduct an evaluation of whether 2801 Cerrillos Road is an appropriate long-term shelter location
- Explore alternative locations or potential redevelopment opportunities for community-serving uses
- Develop and issue a competitive procurement (or use a cooperative agreement) for a permanent shelter operator during the emergency contract period

These steps are intended to ensure accountability, improve long-term outcomes, and prevent future reliance on emergency procurement under similar circumstances.

The Community Health and Safety Department will coordinate a feasibility study regarding transitioning the shelter from its current location into an area that can better serve its needs and mitigate impacts to surrounding areas. The City will either release an RFP for a new permanent operator or procure services using another non-emergency method, such as cooperative agreement or an existing contract.

**VI. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

The Community Health and Safety Department is taking several steps to reduce reliance on emergency procurement moving forward. These include:

- Building formalized contingency plans for shelter operations and emergency protocols for operator transitions.

- Increasing interdepartmental coordination and data-sharing to monitor public safety and public health indicators in real time.

These strategies aim to improve operational resilience and ensure that future service transitions can be handled through standard procurement methods with minimal disruption.

**Certified by:**

Emily K. Oster on behalf of 05/30/2025  
**City Chief Procurement Officer, Travis Dutton-Leyda** **Date**

**City Approval by:**

Henri Hammond-Paul 05/30/2025  
**Department Director, Henri Hammond-Paul** **Date**

Erin McSherry 05/30/2025  
Erin McSherry (May 30, 2025 13:27 MDT)  
**City Attorney, Erin McSherry** **Date**

Mark Scott 05/30/2025  
Mark Scott (May 30, 2025 14:15 MDT)  
**City Manager, Mark Scott** **Date**

Emily K. Oster 05/30/2025  
**Finance Director, Emily Oster** **Date**

**Note: All emergencies must be posted to the SPD website:**  
<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>  
**and the City of Santa Fe's website:**  
<https://santafenm.gov/finance-2/purchasing-1/solicitations>











# Emergency\_Determination\_Emergency Shelter Services\_05.22.25 FINAL

Final Audit Report

2025-05-30

Created:	2025-05-30
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnHC18o8lxXIPNSzpJvfWcqcgLmLkP6eW

## "Emergency\_Determination\_Emergency Shelter Services\_05.22.25 FINAL" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2025-05-30 - 5:48:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature  
2025-05-30 - 5:52:17 PM GMT
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2025-05-30 - 5:52:17 PM GMT
-  Document emailed to Erin McSherry (ekmcsberry@santafenm.gov) for signature  
2025-05-30 - 5:52:17 PM GMT
-  Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)  
2025-05-30 - 6:03:30 PM GMT- IP address: 104.47.65.254
-  Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)  
Signature Date: 2025-05-30 - 6:03:38 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2025-05-30 - 6:28:08 PM GMT- IP address: 73.42.112.179
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
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-  Document e-signed by Erin McSherry (ekmcsberry@santafenm.gov)  
Signature Date: 2025-05-30 - 7:27:29 PM GMT - Time Source: server- IP address: 63.232.20.2



✔ Agreement completed.

2025-05-30 - 7:27:29 PM GMT



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**Acrobat Sign**





## ADDITIONAL REMARKS SCHEDULE

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

## ADDITIONAL REMARKS

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

## Additional Coverages

## CYBER LIABILITY

Carrier: Houston Casualty Company (NAIC #42374)

Policy #: H25NGP24488001

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

## Limits:

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

## DIRECTORS' &amp; OFFICERS' LIABILITY

Carrier: Landmark American Insurance Company (NAIC #33138)

Policy #: LPP718000

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

## Limits:

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

## PROFESSIONAL LIABILITY

Carrier: Lloyd's of London

Policy #: ATR2502208

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

## Limits:

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

## SEXUAL MISCONDUCT LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)

Policy #: 011170832

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

## Limits:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

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

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

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

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Assumptions:**

Gross Up Rate 8.0%  
 Fringe Rate 35.0%

Sante Fe							
	Count	Shifts	Days per Week	Hours	FTE	Rate	Cost
<b>Supervisors:</b>							
Supervisors - Swing	1	1	7	3,145	1.51	\$ 28.00	\$ 88,058.9
Supervisors - Night	1	1	7	3,145	1.51	\$ 29.00	\$ 91,203.8
<b>Practitioners:</b>							
Swing	3	1	7	9,435	4.54	\$ 18.00	\$ 169,827.8
Night	3	1	7	9,435	4.54	\$ 19.00	\$ 179,262.7
Food Practitioners	1	1	7	3,145	1.51	\$ 18.00	\$ 56,609.3
<b>Exempt Staff:</b>							
Shelter Program Director					1.00	\$ 36.06	\$ 75,000.0
<b>Shared Staff:</b>							
Trainer					0.02	\$ 36.06	\$ 1,500.0
Data & Compliance Coordinator					0.02	\$ 33.65	\$ 1,400.0
Data and Compliance Manager					0.02	\$ 40.87	\$ 1,700.0
IT Support					0.02	\$ 33.65	\$ 1,400.0
<b>Total Salary</b>					<b>14.69</b>		<b>\$ 665,962.56</b>

Total Salary	\$ 665,963
Fringe Rate	35%
Total Fringe	\$ 233,087
<b>Total Personnel</b>	<b>\$ 899,049</b>
<b>Total Opex</b>	<b>\$ 403,823</b>
<b>Total Indirect</b>	<b>\$ 195,431</b>
<b>Total Expenditures</b>	<b>\$ 1,498,303</b>

**Contract Period: June 17th 2025 through June 16 2026**

<b>24 Hours - 100 Guests</b>					
	<b>Category</b>	<b>Rate</b>	<b>Annual</b>	<b>Count</b>	<b>Shifts</b>
Exempt	Project Director		\$ 80,000	1.00	1.00
Hourly	Supervisor	27	\$ 56,160	1.00	3.00
Hourly	Practitioner	21	\$ 43,680	2.50	3.00
Hourly	Food Practitioner	21	\$ 43,680	2.00	2.00
Hourly	Care Coordinators	27	\$ 43,680	2.00	1.00
Exempt	Business Ops		\$ 60,000	1.00	1.00
	Salary				
	Benefits	35%			
	<b>Personnel Costs</b>				
	Meals, Snacks, and Water				
	Other Expenses (laundry, cleaning, insurance, supplies, overhead)				
	<b>Operating Expenses</b>				
	Overhead	15%			
	<b>Total Annual Expenditures</b>				

<b>Per Month</b>
<b>Through June 16th</b> <span style="float: right;"><b>10.5 Months</b></span>

<b>FTE</b>	<b>Annual</b>
1.0	\$ 80,000
4.5	\$ 252,720
11.3	\$ 491,400
6.0	\$ 262,080
2.2	\$ 94,349
1.0	\$ 60,000
	\$ 1,240,549
	\$ 434,192
	<b>\$ 1,674,741</b>
	\$ 170,000
	\$ 164,700
	<b>\$ 334,700</b>
	<b>\$ 301,416</b>
	<b>\$ 2,310,857</b>
	<b>\$ 192,571.43</b>
<b>of Service</b>	<b>\$ 2,022,000.00</b>

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 **Urban Alchemy**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this 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 13-1-127 (emergency procurement); 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.

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

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

- A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter).
- B. Stabilize Shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.
- C. Ensure consistent Shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.
- D. **Facility and Operations Requirements**
  - a) Staff the Shelter 24 hours a day, 7 days a week, and provide at least two meals per day, onsite.
  - b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
  - c) Recruit locally based employees.
  - d) Do not recruit staff from other service agencies located in Santa Fe, NM.
  - e) Allow guests to remain onsite during the day, with access to meals, restrooms, and

- hygiene services.
- f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT.
  - g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.
  - h) Maintain a secure storage system for guests' personal items, medications, and bicycles.
  - i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.
  - j) Provide Low-barrier shelter access to persons seeking entry to the Shelter, without restricting access due to any of the following factors:
    - Income
    - Criminal history background
    - Outside use of drugs/alcohol
    - Need to have support animals in shelter
  - k) Practice Harm Reduction
    - Use Harm Reduction activities and services with participants engaged in substance use, including by not testing for drugs and alcohol.
    - Prohibit smoking in all physical structures and designate restricted areas.
  - l) Use Crisis Intervention and De-Escalation
    - Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.
  - m) Follow Housing First
    - Provide housing case-management to all staying in Shelter
    - Emphasize strategies for appropriate diversion from Shelter
  - n) Participate in Cold Weather Emergency Services (Code Blue)
    - Participate in planning for adverse weather services and assist in developing systems that best meet the needs of those experiencing homelessness during adverse weather.
    - Support Code Blue activities as requested by the City's Community Health and Safety Department (CHS).

## **E. Data, Coordination, and Accountability**

During the initial 2-months, hold bi-weekly meetings with CHS representatives to review operations, performance, spending, and discuss questions contractor staff or CHS may have. After the initial 2-months, participate in additional meetings scheduled by the City

on an as-needed basis. Participate in City initiatives, including data and service coordination, as requested by the City.

### *Compliance and Performance Metrics*

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

Quarterly reports must include the following:

- Average occupancy rate
- Number of guests connected to identified services
- Guest and facility incident reports and responses
- Guest and neighbor feedback (anecdotal or survey-based)
- Bed utilization (target: >85%)
- Percent of guests connected to the Coordinated Entry System (CES), a system for prioritizing people experiencing homelessness based on their vulnerability, measured by a VI-SPDAT assessment in order to quickly and effectively provide assistance; or case management that assist with the planning, facilitation, and coordination of resources and services, promoting your and your family's safety, quality of life, and overall wellbeing.
- Percent of guests who exit to permanent housing
- Safety and cleanliness indicators
- Basic guest intake data (demographics, personal identifier) and track shelter utilization.
- Number of guests enrolled into the Homeless Management Information System (HMIS) and CONNECT when possible.

### **F. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance**

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish a public-facing complaint and response protocol for neighborhood concerns.
- Make all non-capital repairs and ongoing maintenance necessary to ensure Shelter structural integrity and function and safe and functional operations. This responsibility includes, but is not limited to servicing the HVAC, repairing plumbing, keeping up of life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and basic building systems.

## 2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to shelter operations 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 one million four hundred ninety-eight thousand three hundred and three dollars (\$1,498,303) per year, paid in monthly increments of one hundred twenty-four thousand eight hundred fifty-eight dollars and fifty-eight cents (\$124,858.58), including New Mexico gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$1,498,303.**

B. Payment. The total compensation under this Agreement shall not exceed \$1,498,303, **including** New Mexico gross receipts tax. **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.**

## 4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **twelve months after the date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). 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 seventy-five (75) days of receipt of the proposed amendment.

## **7. Status of Contractor**

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

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

**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. Notwithstanding the foregoing, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, 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 seventy-five (75) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in 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.

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

#### **17. Penalties for violation of law**

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

#### **18. Equal Opportunity Compliance**

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

#### **19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with

NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

**20. Workers Compensation**

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

**21. Professional Liability Insurance**

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

**22. Other Insurance**

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

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

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

**23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

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

**24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents. The indemnification obligations herein do not apply where any such claim is caused in whole or in part by the City, its officers, employees, servants, subcontractors, or agents and their negligent act or omission or intentional misconduct. To the extent any claim arises from the negligence of Contractor and the City, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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: Henri Hammond-Paul, Director, Community Health and Safety  
119 E Marcy Street, Suite 101  
Santa Fe, NM 87501  
Hmhammondpaul@santafenm.gov

To the Contractor: Urban Alchemy  
Dr. Lena Miller, Chief Executive Officer  
PO Box 425509  
San Francisco, CA 94142

[lenam@urban-alchemy.us](mailto:lenam@urban-alchemy.us)

With additional copies to: [legal@urban-alchemy.us](mailto:legal@urban-alchemy.us)

**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 that is not cured within a reasonable time period after Contractor receives notice of such default and/or breach, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this 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 and failure to cure such default within a reasonable time period. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this 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 (Jun 17, 2025 15:57 MDT)

  
Melek Totah (May 30, 2025 14:51 PDT)

ALAN WEBBER, MAYOR

Dr. Lena Miller, CEO

DATE: 06/17/2025

DATE: 05/30/2025

NMBTIN#: 7868634

City of SF Business License #: \_\_\_\_\_

ATTEST:

  
ANDREA SALAZAR (Jun 10, 2025 16:49 MDT)

CITY CLERK

*ellu*

GB MTG 06/03/2025

CITY ATTORNEY'S OFFICE:

  
Erin McSherry (May 30, 2025 15:56 MDT)

CITY ATTORNEY

APPROVED FOR FINANCES:

  
\_\_\_\_\_

FINANCE DIRECTOR





# Urban Alchemy 5.30.2025

Final Audit Report

2025-05-30

Created:	2025-05-30
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANZE39BPtp6pqdsQ04w5B2JQQLSs-vjP4

## "Urban Alchemy 5.30.2025" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
2025-05-30 - 8:04:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Melek Totah (melektotah@urban-alchemy.us) for signature  
2025-05-30 - 8:05:51 PM GMT
-  Email viewed by Melek Totah (melektotah@urban-alchemy.us)  
2025-05-30 - 8:08:23 PM GMT- IP address: 66.249.84.225
-  Document e-signed by Melek Totah (melektotah@urban-alchemy.us)  
Signature Date: 2025-05-30 - 9:51:33 PM GMT - Time Source: server- IP address: 73.223.55.25
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature  
2025-05-30 - 9:51:35 PM GMT
-  Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)  
2025-05-30 - 9:56:05 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)  
Signature Date: 2025-05-30 - 9:56:33 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2025-05-30 - 9:56:33 PM GMT



EXCESS LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)  
Policy #: 029316252  
Term: 09/01/2024 - 09/01/2025  
Limits:  
\$3,000,000 Aggregate  
\$3,000,000 Each Claim  
\$ 0 Retention

DIRECTORS' & OFFICERS' LIABILITY

Carrier: Landmark American Insurance Company (NAIC #33138)  
Policy #: LPP709098  
Term: 02/21/2025 - 02/21/2026  
Limits:  
\$1,000,000 Aggregate  
\$1,000,000 Each Claim  
\$ 100,000 Retention

PROFESSIONAL LIABILITY

Carrier: Lloyd's of London  
Policy #: ATR2402015  
Term: 09/01/2024 - 09/01/2025  
Limits:  
\$3,000,000 Aggregate  
\$1,000,000 Each Claim  
\$ 5,000 Deductible

SEXUAL MISCONDUCT LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)  
Policy #: 011170832  
Term: 09/01/2024 - 09/01/2025  
Limits:  
\$4,000,000 Aggregate  
\$2,000,000 Each Victim  
\$ 50,000 Deductible Per Claimant

CYBER LIABILITY

Carrier: Houston Casualty Company (NAIC #42374)  
Policy #: H24NGP24488000  
Term: 09/01/2024 - 09/01/2025  
Limits:  
\$1,000,000 Aggregate  
\$1,000,000 Each Claim  
\$ 25,000 Deductible Each Claim  
\$ 75,000 Aggregate Deductible

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

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

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

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

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.












# Urban Alchemy Amendment 2 Packet

Final Audit Report

2026-05-28

Created:	2026-05-27
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
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## "Urban Alchemy Amendment 2 Packet" History


-  Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)  
2026-05-27 - 6:19:54 PM GMT- IP address: 63.232.20.2
-  Document emailed to Justin Gonzales (jmgonzales@santafenm.gov) for signature  
2026-05-27 - 6:22:36 PM GMT
-  Document e-signed by Justin Gonzales (jmgonzales@santafenm.gov)  
Signature Date: 2026-05-27 - 6:39:57 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to Marcella Apodaca (maapodaca1@santafenm.gov) for signature  
2026-05-27 - 6:40:00 PM GMT
-  Email viewed by Marcella Apodaca (maapodaca1@santafenm.gov)  
2026-05-27 - 7:47:39 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Marcella Apodaca (maapodaca1@santafenm.gov)  
Signature Date: 2026-05-27 - 7:48:05 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to KRISTEN WOODS (krwoods@santafenm.gov) for signature  
2026-05-27 - 7:48:08 PM GMT
-  Email viewed by KRISTEN WOODS (krwoods@santafenm.gov)  
2026-05-27 - 7:49:45 PM GMT- IP address: 174.240.16.228
-  Document e-signed by KRISTEN WOODS (krwoods@santafenm.gov)  
Signature Date: 2026-05-27 - 7:50:17 PM GMT - Time Source: server- IP address: 174.240.16.228 - Signature Appearance Selected: MOBILE\_DRAW
-  Document emailed to Lia Salaverry (lasalaverry@santafenm.gov) for signature  
2026-05-27 - 7:50:19 PM GMT
-  Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)  
2026-05-27 - 7:57:33 PM GMT- IP address: 76.127.40.102

 Email viewed by Lia Salaverry (lasalaverry@santafenm.gov)


2026-05-28 - 3:24:37 PM GMT- IP address: 76.127.40.102

 Document e-signed by Lia Salaverry (lasalaverry@santafenm.gov)


Signature Date: 2026-05-28 - 3:24:53 PM GMT - Time Source: server- IP address: 76.127.40.102 - Signature Appearance Selected: IMAGE

 Document emailed to Sandra Emory (sxemory@santafenm.gov) for signature

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# -URGENT-GB-Urban\_Alchemy\_Amendment\_1\_Packet (1)

Final Audit Report

2026-05-28

Created:	2026-05-28
By:	AP (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALADqyzEgblrteV_8anCKtjD7BjVEf5N

## "-URGENT-GB-Urban\_Alchemy\_Amendment\_1\_Packet (1)" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)  
2026-05-28 - 5:21:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling  
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-  Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP  
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-  Form filled by AP (aeperez@santafenm.gov)  
Form filling Date: 2026-05-28 - 5:27:33 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature  
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-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2026-05-28 - 5:32:13 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2026-05-28 - 7:11:05 PM GMT - Time Source: server- IP address: 153.66.19.38 - Signature Appearance Selected: IMAGE

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 Agreement completed.

2026-05-28 - 10:37:25 PM GMT

## The Purchasing Memo

**Date:** May 21, 2026

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

**From:** Kristen Woods, Youth and Family Services Program Manager   
KRISTEN WOODS (May 27, 2026 14:21:52 MDT)

**Via:** Sandra Emory, Community Services Department Director *Sandra Emory*

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

Marcella Apodaca, Community Services Business Operation Manager *Marcella Apodaca*

Justin Gonzales, Youth and Family Services Project Administrator *Justin Gonzales*

**Subject:** Contract Amendment No. 2 to for Operations of Consuelo's Place by Interfaith

**Vendor Name:** The Interfaith Community Shelter Group

**Munis Vendor Number:** 3783

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### ITEM AND ISSUE:

Request for Approval of Amendment No. 2 to Professional Services Contract 24-0490 With Fiscal Sponsorship of Consuelo's Place in the Total Amount of \$2,310,000.00 and Extend The Term Through June 30, 2027; (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

### CONTRACT NUMBER:

The FY26 Munis contract number is 3250019.

### BACKGROUND AND SUMMARY:

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. Since then, the shelter has housed 50 - 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. In 2023, The City's Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces. On March 27th, Consuelo's Place has requested an extension of their Fiscal Sponsorship and additional funding under Contract 3250019.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

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

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

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

**Budget Officer / Designee:** Andy Hopkins **Date:** 05/28/2026

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

**PROCUREMENT METHOD:**

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

**Chief Procurement Officer (CPO)/Designee:**  **Date:** 05/28/2026

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

AP (May 28, 2025 08:03:03 MDT)

**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. 2 TO**  
**Contract # 3250019**  
**Original City Clerk Item Number: 24-0490**  
Aid in operations of Consuelo's Place

This AMENDMENT No. 2 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 8/2/2024 (the "Contract"), between the City of Santa Fe (the "City") and THE INTERFAITH COMMUNITY SHELTER GROUP. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**1. RECITALS**

- A. A. Under the terms of the Contract, Contractor has agreed to provide aid in operations of Consuelo's Place.
- 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:

**2. COMPENSATION**

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Seven Hundred and Eighty Thousand Dollars (\$780,000.00) so that Article 3, paragraph A reads in its entirety as follows:

- A. Payment. The City shall pay to the Contractor in full payment for services performed, such compensation not to exceed two million three hundred and ten thousand dollars (\$2,310,000.00), excluding gross receipts tax based on the itemized amounts and/or rates specified below. As a 505c3 entity, Consuelo's Place is exempt from paying GRT.
- 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. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

**3. TERM**

Article 4 of this Contract is amended to extend the Term of the contract so that Article 4 reads in its entirety as follows:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2027 unless terminated pursuant to Article 5 (Termination), or Article 6 (Appropriations).

**4. NOTIFICATION**

Article 28 of this Contract is amended so that Article 28 reads in its entirety as follows:

Either party may give written notice to the other party in accordance with the terms of this Article. 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>Community Services Admin          Youth and Family Services Division          119 E Marcy Street          Santa Fe, NM 87501           505-955-6678</p>	<p><b><u>To the Contractor:</u></b>          THE INTERFAITH          COMMUNITY SHELTER          GROUP          Michele Williams          1600 Saint Michael's Drive,          Building 7          Santa Fe, NM 87505  <a href="mailto:michele@consuelosplace.org">michele@consuelosplace.org</a>          505-372-8206</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 Article. 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 Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

INTERFAITH COMMUNITY SHELTER GROUP

\_\_\_\_\_

  
\_\_\_\_\_

MICHAEL GARCIA,  
MAYOR

BEVERLY KELLEM  
INTERIM EXECUTIVE DIRECTOR

DATE: Apr 23, 2026

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

ATTEST:

\_\_\_\_\_


GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

*Ruby Crews*  
Ruby Crews (Apr 23, 2026 10:44:38 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
ANDREA PHILLIPS (May 29, 2026 09:31:12 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



**BOARD OF DIRECTORS**

**Peter Ives**

*President*  
Ives Enterprises

**Ramos Tsosie**

*Secretary*  
Mobile Integrated Health  
Office (Retired)

**Kathleen Tunney**

*Treasurer*  
Christus St. Vincent

**Kate Field, LPCC**

Santa Fe Crisis Center

**Beverly Kellam**

Interfaith Community  
Shelter

**Lara Yoder**

St. Elizabeth's Shelter

**Lynne Canning**

Board Member

**Jefty Prather**

Board Member

**STAFF LEADERSHIP**

**Michele Williams**

Executive Director

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

March 9, 2026

Kristen Woods

Program Manager, Youth and Family Services Division  
Community Health and Safety Department

City of Santa Fe  
Santa Fe, NM 87501

Dear Ms. Woods:

The Consuelo's Place Board of Directors voted unanimously to begin the process of securing 501(c)(3) status for the organization. The Board is committed to building on Consuelo's progress and momentum to become a stand-alone nonprofit organization. While we are excited to become an independent entity, we also want the transition to be well-planned, stable, and purposeful so that services to vulnerable community members are not disrupted. On August 13th, 2025, we received our award letter from the IRS and our EIN (85-2153577), granting us our official 501(c)(3) status.

In light of this transition, we respectfully request that Interfaith Community Shelter's Professional Services Agreement with the City of Santa Fe (Munis Contract #3250019), which supports operations at Consuelo's Place, be renewed for FY 2026–2027. We further request that the Agreement include a provision allowing it to be amended during FY 2026–2027 to Consuelo's Place so it has the legal and fiscal capacity to act as the operator of the non-congregate shelter at 1600 St. Michael's Dr. Building 7.

Additionally, we request that the City of Santa Fe continue the existing facility use and location agreement for Consuelo's Place at 1600 St. Michael's Drive, Building 7, under the current conditions by which the City serves as landlord. Maintaining the existing site arrangement during this transition period will ensure continuity of services for clients and operational stability for staff while the organization completes its transition to independent nonprofit status.

Consuelo's Place remains deeply committed to serving Santa Fe's most vulnerable residents, including individuals with disabilities, seniors, and families experiencing homelessness who require non-congregate shelter and supportive services. We greatly appreciate the City of Santa Fe's continued partnership and support during this important stage of our organizational development.



We welcome the opportunity to discuss this request further and provide any necessary documentation to facilitate the renewal and any future amendment of the agreement.

Consuelo's Place is exempt from federal income tax under Internal Revenue Code (IRC) Section 501 (c)(3) recognition. Our EIN # is 85-2153577 and we are exempt from paying GRT.

Thank you for your consideration, and we look forward to your response.

Sincerely,

Michele Williams  
Executive Director  
[michele@consuelosplace.org](mailto:michele@consuelosplace.org)  
505-577-0974



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

## **GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

<b>SUBJECTS OF INSURANCE</b>
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

**The coverages listed in this endorsement are provided as extensions or additions to your insurance program.**

## **A. BROADENED BODILY INJURY**

Paragraph 3. of **Section V – Definitions** is deleted and replaced with the following:

3. “Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

## **B. BROADENED PERSONAL AND ADVERTISING INJURY**

1. Paragraph 14. of **Section V - Definitions** is deleted and replaced with the following:

14. “Personal and advertising injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses during the policy period.

- a. False arrest, detention, or imprisonment;
- b. Malicious prosecution or abuse of process;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
- d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products, or services;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;
- f. Misappropriation of advertising ideas or style of doing business;
- g. Infringement of copyright, title, or slogan; or
- h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

2. Exclusions 2.b. and 2.c. under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

### **b. Material Published with Knowledge of Falsity**

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

### **c. Material Published Prior to Policy Period**

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

## **C. BROADENED PROPERTY DAMAGE**

Exclusion 2.a. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

### **a. Expected Or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

## **D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE**

1. Paragraph 6. under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

c. \$500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions of Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance.**

3. Paragraph **4. Other Insurance of Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

**(ii)** That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V - Definitions** is deleted and replaced with the following:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance.**

6. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **E. BROADENED MEDICAL PAYMENTS**

1. The following provision is added to Paragraph **2.** of **Section III - Limits Of Insurance:**

The Medical Expense Limit shall be the greater of:

**a.** \$20,000; or

**b.** The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance.**

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **F. BROADENED SUPPLEMENTARY PAYMENTS**

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

**b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

#### **G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION**

Paragraph **3.a** under **Section II - Who Is An Insured** is deleted and replaced by the following:

**a.** Coverage under this provision is afforded only until the 120<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT**

Exclusion **2.g.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

**g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V - Definitions**, Paragraph **12.**, "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
  - (a) Hired, chartered, or loaned with a crew; and
  - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph **g.(6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

#### **I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS**

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:
  - e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."
2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:
  - 10. Liberalization**

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.
  - 11. Notice To Company**

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

#### **J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS**

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
2. **Section V - Definitions** is amended to add the following paragraph:
  - 23.** "Special Event" means any event:
    - a. The purpose of which is to raise funds for you; or
    - b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph c. above.

**K. AUTOMATIC ADDITIONAL INSURED(S)**

The following provisions are added to **Section II - Who Is An Insured:**

**4. Automatic Additional Insured(s)**

**a. Additional Insureds - Athletic Activity Participants**

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
  - (a) "Medical expenses" under **Coverage C - Medical Payments**.
  - (b) "Bodily Injury" to:
    - (i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
  - (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
    - (i) A co-participant, your "volunteer worker", or your "employee"; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Additional Insured - Contractual Obligations**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:
  - (a) Coverage is limited to liability arising out of:
    - (1) Your ongoing operations performed for such Additional Insured; or
    - (2) Such Additional Insured's financial control of you; or
    - (3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
    - (4) A permit issued to you by a state or political subdivision.
  - (b) Coverage does not apply to any "occurrence" or offense:
    - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
    - (ii) Which takes place after you cease to be a tenant in that premises.
  - (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
    - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    - (ii) Supervisory, inspection, or engineering services.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

**c. Additional Insured - Funding Sources**

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
  - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

**d. Additional Insured - Manager or Lessor of Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;  
but only if the written or oral agreement is an "insured contract";
    - (a) Currently in effect or to become effective during the term of this policy; and
    - (b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d.(1) immediately above, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

**e. Additional Insured - Owner, Manager, Operator or Lessor of “Special Events” Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a “special event” is held, sponsored or conducted by you, or on your behalf, under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an “insured contract,”
    - (i) Currently in effect or to become effective during the term of this policy; and
    - (ii) Executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific “special event”;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy’s terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any “occurrence” or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
  - (b) Any acts or “occurrences” caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the “special event” is held.

**f. Additional Insured - Supervisors or Higher in Rank**

- (1) This policy is amended to include as insured any “employees” (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over “employees” and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” designated as supervisor or higher in rank, is an insured for:
  - (a) “Bodily injury” or “personal injury”:
    - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
    - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
    - (iii) Arising out of his or her providing or failing to provide professional health care services.
  - (b) “Personal Injury”:
    - (i) To a co-“employee” while in the course of his or her employment;
    - (ii) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph (b)(i) above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**g. Additional Insured - LIMITATIONS**

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

**24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph h. apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

**L. BLANKET WAIVER OF SUBROGATION**

Paragraph 8. under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

**8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS**

**Section III - Limits Of Insurance** is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL CONDITION ENDORSEMENT - TWO OR  
MORE POLICIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is agreed that the following provision is added to the CONDITIONS section of the policy:

**Two or More Coverage Forms or Policies Issued By Us.**

Notwithstanding the Other Insurance provision, if this policy and any other coverage form or policy issued to you by us apply to the same occurrence, offense, or accident, the maximum Limit of Insurance under all such coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy.

Furthermore, in no event will coverage be provided during the policy period after (1) the applicable aggregate Limit of Insurance under any one coverage form or policy has been exhausted, or (2) the applicable aggregate Limit of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverages forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**



## The Purchasing Memo

**Date:** July 9, 2025

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

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

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

**Subject:** Consuelo's Place Fiscal Sponsorship

**Vendor Name:** Interfaith Community Shelter Group LLC

**Munis Vendor Number:** 3783

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### ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Professional Services Contract 24-0490 With Fiscal Sponsorship of Consuelo's Place in the Total Amount of \$1,530,000 and Extend the Term Through June 30 2026 to Provide Case Management and Property Management Services . (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

### CONTRACT NUMBER:

The FY26 Munis contract number is 3250019.

### BACKGROUND AND SUMMARY:

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. Since then, the shelter has housed 50 – 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. In 2023, The City's Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces. On March 27th, Consuelo's Place has requested an extension of their Fiscal Sponsorship and additional funding under Contract 33250019.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

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

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

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

Budget Officer / Designee: Andy Hopkins Date: 07/14/2025

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

**PROCUREMENT METHOD:**

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

This was procured through MUNIS RFP #24018.

Chief Procurement Officer (CPO)/Designee:  Date: 07/14/2025

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: \_\_\_\_\_

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
GENERAL SERVICES CONTRACT  
ITEM#**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 2<sup>nd</sup>, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Interfaith Community Shelter Group, Inc. (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 act as Fiscal Agent to provide oversight over the operations at Consuelo's Place shelter.

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 Seven Hundred and Eighty Thousand Dollars (\$780,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed One Million, Five Hundred and Thirty thousand dollars (\$1,530,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling One

Hundred Fifteen Thousand Seven Hundred Eighty-Eight Dollars and Fifty-Six Cents (\$115,788.56) shall be paid by the City to the Contractor at the rate of 8.1875%. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million Five Hundred Thirty Thousand Dollars \$1,530,000. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM.

Article 4 of the Contract is amended to extend the Term of the contract so that Article 4, reads in its entirety as follows:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2026 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).


4. 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.

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:

  
Alan Webber (Aug 1, 2025 21:39:05 MDT)  
ALAN WEBBER, MAYOR

DATE: 08/01/2025

ATTEST:

  
ANDREA SALAZAR (Aug 1, 2025 12:59:23 MDT)  
CITY CLERK   
GB MTG 07/30/2025

CITY ATTORNEY'S OFFICE:

  
Kyle Hibner (Jul 8, 2025 09:56 MDT)  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
EMILY K. OSTER  
FINANCE DIRECTOR

CONTRACTOR:

  
Korina Lopez (Jul 7, 2025 13:31 MDT)  
KORINA LOPEZ, EXECUTIVE DIRECTOR

DATE: 07/07/2025  
CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

# Interfaith Community Shelter Group Amendment











## 1

Final Audit Report

2025-07-08

Created:	2025-07-07
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPsdsOF_Hejt8gx7q73-ki5Y4EmC_TlEX

## "Interfaith Community Shelter Group Amendment 1" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
2025-07-07 - 5:42:41 PM GMT- IP address: 63.232.20.2
-  Document emailed to korina@interfaithsheltersf.org for signature  
2025-07-07 - 5:43:25 PM GMT
-  Email viewed by korina@interfaithsheltersf.org  
2025-07-07 - 5:43:43 PM GMT- IP address: 74.125.212.229
-  Signer korina@interfaithsheltersf.org entered name at signing as Korina Lopez  
2025-07-07 - 7:31:54 PM GMT- IP address: 73.98.96.96
-  Document e-signed by Korina Lopez (korina@interfaithsheltersf.org)  
Signature Date: 2025-07-07 - 7:31:56 PM GMT - Time Source: server- IP address: 73.98.96.96
-  Document emailed to kjhibner@santafenm.gov for signature  
2025-07-07 - 7:31:58 PM GMT
-  Email viewed by kjhibner@santafenm.gov  
2025-07-08 - 3:56:05 PM GMT- IP address: 104.47.65.254
-  Signer kjhibner@santafenm.gov entered name at signing as Kyle Hibner  
2025-07-08 - 3:56:14 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Kyle Hibner (kjhibner@santafenm.gov)  
Signature Date: 2025-07-08 - 3:56:16 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2025-07-08 - 3:56:16 PM GMT



## BOARD OF DIRECTORS

**Peter Ives**  
President  
Ives Enterprises

**Ramos Tosie**  
Secretary  
Mobile Integrated Health  
Office (Retired)

**Kathleen Tunney**  
Treasurer  
Christus St. Vincent

**Kate Field, LPCC**  
Santa Fe Crisis Center

**Beverly Kellam**  
Interfaith Community  
Shelter

**Lara Yoder**  
St. Elizabeth's Shelter

## STAFF LEADERSHIP

**Michele Williams**  
Shelter Manager

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

May 2, 2025

Henri Hammond-Paul  
Kristen Woods  
Office of Community Health and Safety  
City of Santa Fe  
Santa Fe, NM 87501

Dear Mr. Hammond-Paul and Ms. Woods:

The Consuelo's Place Board of Directors voted unanimously to begin the process of securing 501(c)3 status for the organization. The Board is committed to building on Consuelo's progress and momentum to become a stand-alone organization. While we are excited to become an independent organization, we also want the transition to be well-planned and purposeful.

The Board is finalizing our Form 1023 to the Internal Revenue Service with the intention to file by March 31, 2025. The timeline of our transition is being developed and will, to some extent, be contingent on the timeliness of the IRS's approval of our Form 1023 and additional logistics. In light of this transition, we formally request that Interfaith Community Shelter's Professional Services' Agreement with the City of Santa Fe, Munis contract #3250019, to support Consuelo's Place, be renewed for FY 2025-2026 with the caveat that the Agreement can be amended at some point during FY 2025-2026 when Consuelo's Place has the legal and fiscal ability to act independently. Additionally, we have projected finances for services for FY 2025-2026 to increase by an estimated \$50,000. If it is desirable for Consuelo's Place to contribute to any "Code Blue" servicing, we ask for added funds of \$15,000 be included in this contract. In summary, a total of \$815,000 is requested for amendment to adequately provide all services currently offered by Consuelo's Place.

Consuelo's Place remains committed to serving our community's most vulnerable populations, and we greatly appreciate the City of Santa Fe's continued partnership and support. We welcome the opportunity to discuss this request further and provide any necessary documentation to facilitate the

amendment



process.

Thank you for considering our request, and we look forward to your response.

Sincerely,

*Michele Williams*

Michele Williams  
Shelter Manager

cc: Julie Sanchez



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505 CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com

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.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Where required by written contract of agreement, the City of Santa Fe, its, directors, officials, officers, employees, agents, and volunteers are additional insurance on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor.

Primary and Noncontributory 10 day cancellation

CERTIFICATE HOLDER: City of Santa Fe, PO Box 909, Santa Fe, NM 87504 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

## **GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

<b>SUBJECTS OF INSURANCE</b>
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

**The coverages listed in this endorsement are provided as extensions or additions to your insurance program.**

## **A. BROADENED BODILY INJURY**

Paragraph 3. of **Section V – Definitions** is deleted and replaced with the following:

3. “Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

## **B. BROADENED PERSONAL AND ADVERTISING INJURY**

1. Paragraph 14. of **Section V - Definitions** is deleted and replaced with the following:

14. “Personal and advertising injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses during the policy period.
  - a. False arrest, detention, or imprisonment;
  - b. Malicious prosecution or abuse of process;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
  - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products, or services;
  - e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;
  - f. Misappropriation of advertising ideas or style of doing business;
  - g. Infringement of copyright, title, or slogan; or
  - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

2. Exclusions 2.b. and 2.c. under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

### **b. Material Published with Knowledge of Falsity**

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

### **c. Material Published Prior to Policy Period**

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

## **C. BROADENED PROPERTY DAMAGE**

Exclusion 2.a. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

### **a. Expected Or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

## **D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE**

1. Paragraph 6. under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

c. \$500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions of Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph **4. Other Insurance of Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

**(ii)** That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V - Definitions** is deleted and replaced with the following:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **E. BROADENED MEDICAL PAYMENTS**

1. The following provision is added to Paragraph **2.** of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

**a.** \$20,000; or

**b.** The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **F. BROADENED SUPPLEMENTARY PAYMENTS**

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

**b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

#### **G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION**

Paragraph **3.a** under **Section II - Who Is An Insured** is deleted and replaced by the following:

**a.** Coverage under this provision is afforded only until the 120<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT**

Exclusion **2.g.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

**g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V - Definitions**, Paragraph **12.**, "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
  - (a) Hired, chartered, or loaned with a crew; and
  - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph **g.(6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

#### **I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS**

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:

- e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:

##### **10. Liberalization**

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

##### **11. Notice To Company**

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

#### **J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS**

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
2. **Section V - Definitions** is amended to add the following paragraph:

23. "Special Event" means any event:

- a. The purpose of which is to raise funds for you; or
- b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

**K. AUTOMATIC ADDITIONAL INSURED(S)**

The following provisions are added to **Section II - Who Is An Insured**:

**4. Automatic Additional Insured(s)**

**a. Additional Insureds - Athletic Activity Participants**

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
  - (a) "Medical expenses" under **Coverage C - Medical Payments.**
  - (b) "Bodily Injury" to:
    - (i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
  - (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
    - (i) A co-participant, your "volunteer worker", or your "employee"; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Additional Insured - Contractual Obligations**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:
  - (a) Coverage is limited to liability arising out of:
    - (1) Your ongoing operations performed for such Additional Insured; or
    - (2) Such Additional Insured's financial control of you; or
    - (3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
    - (4) A permit issued to you by a state or political subdivision.
  - (b) Coverage does not apply to any "occurrence" or offense:
    - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
    - (ii) Which takes place after you cease to be a tenant in that premises.
  - (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
    - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    - (ii) Supervisory, inspection, or engineering services.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

**c. Additional Insured - Funding Sources**

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
  - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

**d. Additional Insured - Manager or Lessor of Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;  
but only if the written or oral agreement is an "insured contract";
  - (a) Currently in effect or to become effective during the term of this policy; and
  - (b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d.(1) immediately above, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

**e. Additional Insured - Owner, Manager, Operator or Lessor of “Special Events” Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a “special event” is held, sponsored or conducted by you, or on your behalf, under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an “insured contract,”
    - (i) Currently in effect or to become effective during the term of this policy; and
    - (ii) Executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific “special event”;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy’s terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any “occurrence” or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
  - (b) Any acts or “occurrences” caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the “special event” is held.

**f. Additional Insured - Supervisors or Higher in Rank**

- (1) This policy is amended to include as insured any “employees” (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over “employees” and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” designated as supervisor or higher in rank, is an insured for:
  - (a) “Bodily injury” or “personal injury”:
    - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
    - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
    - (iii) Arising out of his or her providing or failing to provide professional health care services.
  - (b) “Personal Injury”:
    - (i) To a co-“employee” while in the course of his or her employment;
    - (ii) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph (b)(i) above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**g. Additional Insured - LIMITATIONS**

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph 4. **AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph h. apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

**L. BLANKET WAIVER OF SUBROGATION**

Paragraph 8. under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

**8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS**

**Section III - Limits Of Insurance** is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL CONDITION ENDORSEMENT - TWO OR  
MORE POLICIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is agreed that the following provision is added to the CONDITIONS section of the policy:

**Two or More Coverage Forms or Policies Issued By Us.**

Notwithstanding the Other Insurance provision, if this policy and any other coverage form or policy issued to you by us apply to the same occurrence, offense, or accident, the maximum Limit of Insurance under all such coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy.

Furthermore, in no event will coverage be provided during the policy period after (1) the applicable aggregate Limit of Insurance under any one coverage form or policy has been exhausted, or (2) the applicable aggregate Limit of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverages forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** July 15<sup>th</sup>, 2025

**TO:** Mark Scott, City Manager MS

**VIA:** Henri Hammond-Paul,  
Community Health and Safety Director HH

**FROM:** Kristen Woods, Program Manager *KW*

**SUBJECT:** Retro-Active approval for Consuelo's Place Contract Amendment #1

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### ITEM & ISSUE:

Request for Approval of a Retro-Active amendment (Per Page 31 of the Purchasing Manual) for Fiscal Sponsorship of Consuelo's Place Amendment #1 to Professional Services Agreement Item #24-490 which expired on June 30th, 2025.

### XX. Retroactive Approval for a Contract or Contract Amendment

The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts. Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

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- A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
- B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
- C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;
- D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.

*Mark Scott*

Mark Scott (Jul 15, 2025 18:00 MDT)

Mark Scott, City Manager



Henri Hammon-Paul, CHS Director



**DATE:** July 17, 2024

**TO:** Governing Body  
Finance Committee  
Quality of Life Committee

**VIA:** Emily Oster, Finance Department Director  
Travis Dutton-Leyda, Chief Procurement Officer  
Maria Sanchez Tucker, Community Services Department Director *MT*  
Johanna Nelson, Office of Affordable Housing Interim Director *JN*  
Julie Sanchez, Director, Youth and Family Services Division *JS*

**FROM:** Kristen Woods, Youth and Family Services Program Manager *KW*

**ITEM AND ISSUE:**

Request for Approval of a Professional Services Contract with Interfaith Community Shelter LLC for Fiscal Sponsorship and Oversight of Operations of Consuelo’s Place Emergency Non-congregate Shelter in the Total Amount Not to Exceed \$750,000 including NMGRT through June 30, 2025 (Kristen Woods, Youth and Family Services Program Manager [krwoods@santafenm.gov](mailto:krwoods@santafenm.gov))

**BACKGROUND AND SUMMARY**

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. A primary goal was to mitigate the potential for a COVID outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective was to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests could be discharged, as well as sheltering people leaving detox/recovery programs or detention centers. Since then, the shelter has housed 50 – 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. The New Mexico Coalition to End Homelessness (NMCEH) took on the role of fiscal sponsor for the shelter, hiring staff, securing insurance, security and maintenance contracts, managing the invoicing process and applying for additional operational funding.

In late 2023 NMCEH reached out to the City of Santa Fe’s Office of Affordable Housing and formally requested to no longer be the fiscal sponsor of Consuelo’s Place due to their capacity to oversee operations. The City’s Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor. NMCEH requests a release of obligation to Consuelo’s Place by the end of July 2024.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces.

The City’s Youth and Family Services Division in partnership with the S3 funders collaborative will work with Interfaith to ensure a smooth transition plan for the residents and staff of Consuelo’s Place.

**PROCUREMENT METHOD:**

The Office of Affordable Housing released RFP # 24081; Fiscal Sponsorship and Operations of Consuelo’s Place, which expires June 30, 2025.

**CONTRACT NUMBER:**

The FY25 Munis Contract Number is **3250019**

**FUNDING SOURCE:**

The funding source is Human Services Fund

**Fund Name/ Number:** Fund 240

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

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

**ACTION REQUESTED:**

The Office of Affordable Housing and Youth and Family Services Division respectfully requests your review and approval.

**Signature:** KRISTEN WOODS

**Email:** krwoods@santafenm.gov

**Signature:** Maria Tucker

**Email:** metucker@santafenm.gov

**Signature:** Johanna Nelson

**Email:** jcnelson@santafenm.gov

# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Interfaith Community Shelter Group, Inc

**Procurement/contract Title:** Fiscal Sponsorship and Operations of Consuelo's Place

**Procurement Method/Vehicle:**  Sole Source  State Price Agreement/Existing  Cooperative  Request For Proposals(RFP)  Invitation To Bid (ITB)  Exempt: 13-1-98  
 Small Purchase (Contract Under \$60,000)  Other: \_\_\_\_\_

Requesting Department: Community Services Staff Name: Julie Sanchez

**Procurement Requirements:**

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)**

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Written Determination (srvs)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Quote(s) (3 Valid &amp; Current for Over 20k)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>RFP - Confidential info to be provided to GB by CPD Buyer</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>BAR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>ITB (include bid tab)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>FIR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Other: _____</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Certificate of Insurance (srvs)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Summary of Contract (only on contracts)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Current Santa Fe Business Registration (or Exemption if no tax)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Evaluation Committee Report (RFPs only)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>&gt;20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)</b>			

Justin Gonzales  
Department Point of Contact

Contracts Administrator  
Title 07/19/24  
Date

Maria Sanchez-Tucker  
Department Director

07/19/24  
Date

JoAnn Lovato Montano  
JoAnn Lovato Montano (Jul 22, 2024 16:03 MDT)  
Chief Procurement Officer

Jul 22, 2024  
Date

\_\_\_\_\_  
ITT Representative

\_\_\_\_\_  
Title \_\_\_\_\_ Date



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3250019 Procurement # (RFP/ITB# If any): # 24081 RFP

Contractor: Interfaith Community Shelter Group, Inc

Procurement Method/Vehicle: Small Purchase  RFP  ITB  Sole Source  GSA  Cooperative  Exempt  SWPA/Existing

Description/Title: Fiscal Sponsorship and Operations of Consuelo s Place

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: when signed Term End Date: June 30, 2024 Total Contract Amount: \$750,000

Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease: Professional Services

1.b Amendment #: \_\_\_\_\_ to the Original Contract/Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$: \_\_\_\_\_

Extend Expiration Date to: \_\_\_\_\_

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

### 2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

#### 3. Procurement History: #24081 RFP

JoAnn Lovato Montano

JoAnn Lovato Montano (Jul 22, 2024 16:03 MDT)

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: New agreement as of July - Reissued RFP

4. Funding Source: Human Services Org / Object: 2400122/510400

Andy Hopkins

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Funded through General Funds

#### 5. Grant History (if applicable): \_\_\_\_\_

Grants Administrator Approval: \_\_\_\_\_ Date \_\_\_\_\_

Staff Contact who Completed This Form: Julie Sanchez Phone #: 505-955-6678

To be recorded by City Clerk: \_\_\_\_\_ Email: \_\_\_\_\_

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

ITT Representative (attesting that all information is reviewed) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [MINNICH, CODY J.](#); [SANCHEZ, KATHY S.](#)  
**Cc:** [LADD, ALEXANDRA G.](#); [TUCKER, MARIA E.](#); [SANCHEZ, JULIE J.](#)  
**Subject:** RE: RFP for Consuelo's operations  
**Date:** Thursday, January 4, 2024 11:09:46 AM

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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 your request includes any IT components, send it to [ereview@santafenm.gov](mailto:ereview@santafenm.gov) to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement/contract request for processing.
- 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.gsaelibrary.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>

Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

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**From:** MINNICH, CODY J. <cjminnich@santafenm.gov>  
**Sent:** Wednesday, January 3, 2024 2:57 PM  
**To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>  
**Cc:** LADD, ALEXANDRA G. <agladd@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>  
**Subject:** RFP for Consuelo's operations

Hi Travis and Kathy,

We are planning to issue an RFP for an operator for Consuelo's Place Shelter (the emergency non-congregate shelter at Midtown) – contract period starting 7/1/2024. NM Coalition to End Homelessness is the current fiscal agent for the shelter and do not want to continue in this role past 6/30/24. Below is a draft scope of work. It will likely be changed a bit, but not substantively. The budget for the yearly operations of the shelter is roughly \$900k. Is an RFP the correct route to go for this? Would you be able to meet sometime in the next week or two to discuss?

The Contractor shall perform the work as follows:

- A. Provide 24/7 staffing for “Consuelo’s Place Shelter” to be operated at its current location documented as follows:
  - a. The staff on the payroll must be directly involved in **the daily operation, provision of direct services, or administration of the Shelter;**
  - b. Time sheets are required and the number of hours in the payroll must match the time sheets.
  - c. Contractor will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the operations and administration of the Shelter, if applicable.
- B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services.
- C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.
- D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:
  - a. Ensure that all staff is trained in completing an assessment (VI-SPDAT) identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.
  - b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor’s level of HMIS and CES Access).
  - c. Select from the NM CES prioritized list to fill openings when appropriate.
  - d. Participate in Case Conferencing and focus on action-oriented housing outcomes.
- E. Become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH and commit to quality improvement practices.
- F. Work with each guest to determine long term housing needs and assist them with a housing plan, including searching for housing options, **applying for and securing subsidy when appropriate.**

- G. Work with City staff to develop a relocation plan for the closure of the current location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.
- H. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing

Thank you!  
Cody

Cody Minnich (he/him)  
Office of Affordable Housing  
Community Development Department  
City of Santa Fe  
123 Marcy Street, Suite 205  
Santa Fe, NM 87501  
O: (505) 955-6574  
C: (505) 819-1194



**From:** [Matt Loehman](#)  
**To:** [MINNICH, CODY J.](#)  
**Cc:** [CANDELARIA MARTINEZ, TONINETTE O.](#); [LADD, ALEXANDRA G.](#)  
**Subject:** Re: Horizons first right of refusal  
**Date:** Thursday, January 4, 2024 12:04:30 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 Cody,

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 102  
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 Thu, Jan 4, 2024 at 11:58 AM MINNICH, CODY J. <[cjminnich@santafenm.gov](mailto:cjminnich@santafenm.gov)> wrote:

Good morning, Matt,

We are preparing a Request for Proposal (RFP) for an operator of a non-congregate homeless shelter. The scope of work is below. Is this service on Horizon's approved list, or can we proceed developing the RFP?

The Contractor shall perform the work as follows:

A. Provide 24/7 staffing for “Consuelo’s Place Shelter” to be operated at its current location documented as follows:

a. The staff on the payroll must be directly involved in **the daily operation, provision of direct services, or administration of the Shelter;**

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Contractor will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the operations and administration of the Shelter, if applicable.

B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services.

C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.

D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Ensure that all staff is trained in completing an assessment (VI-SPDAT) identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor’s level of HMIS and CES Access).

c. Select from the NM CES prioritized list to fill openings when appropriate.

d. Participate in Case Conferencing and focus on action-oriented housing outcomes.

E. Become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH and commit to quality improvement practices.

F. Work with each guest to determine long term housing needs and assist them with a housing plan, including searching for housing options, **applying for and securing subsidy when appropriate.**

G. **Work with City staff to develop a relocation plan for the closure of the current location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.**

H. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing

Thank you!

Cody Minnich (he/him)

Office of Affordable Housing

Community Development Department

City of Santa Fe

123 Marcy Street, Suite 205

Santa Fe, NM 87501

O: (505) 955-6574

C: (505) 819-1194



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 **INTERFAITH COMMUNITY SHELTER GROUP, INC**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

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

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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall act as Fiscal Agent to provide oversight over the operations at Consuelo’s Place shelter to ensure that there is a staffing to complete the following work:

- A. Provide 24/7 staffing for “Consuelo’s Place Shelter” (Shelter) to be operated at 1600 St Michaels Drive, Building 7/St Michael’s Hall (Current Location) documented as follows:
  - a. The staff on the payroll must be directly involved in the daily operation, provision of direct services, or administration of the Shelter;
  - b. Time sheets or other form of payroll tracking are required and the number of hours in the payroll must match the hours in the payroll tracking.
  - c. Within a month of execution of this contract, Contractor will provide to the City a staffing plan and time commitments (by percentage of a Full Time Employee (FTE) to be allocated to the operations and administration of the Shelter, if applicable.
  
- B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services. Develop additional programming as needed.
- C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.
- D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

- a. Ensure that all staff is trained in completing an assessment, Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.
- b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into the Homeless Management Information System (HMIS) (depending on Contractor’s level of HMIS and CES Access).
- c. Select from the NM CES prioritized list to fill openings when appropriate.
- d. Participate in Case Conferencing and focus on action-oriented housing outcomes.
- E. Adhere to the Built for Zero methodology adopted by the City and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH, and commit to quality improvement practices.
- F. Work with each client to determine long term housing needs and assist them with a housing plan, including searching for housing options, applying for and securing subsidy when appropriate.
- G. Work with City staff to finalize a lease agreement for continued use of the facilities at the Current Location, subject to extensions as needed, to be implemented within 60 days of execution of this contract.
- H. Develop a relocation plan for the closure of the Current Location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.
- I. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing.

**2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to oversee the operations at Consuelo’s Place shelter 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, such compensation not to exceed seven hundred fifty thousand (\$750,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed seven hundred fifty thousand (\$750,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

#### **4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2025 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

#### **5. Termination**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. 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.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

## **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 12 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 12 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 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
  
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. Amendment**

- A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
  
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Entire Agreement.**

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

## **16. Merger**

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

All terms and conditions of the **RFP** 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: Youth and Family Services Division  
Community Health and Safety Department  
PO Box 909  
Santa Fe, NM 87504-0909

To the Contractor: Interfaith Community Shelter Group, Inc.  
PO Box 22653  
Santa Fe, NM 87502

**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:  
INTERFAITH COMMUNITY SHELTER GROUP, INC

  
Alan Webber (Aug 2, 2024 16:57 MDT)  
ALAN M. WEBBER, MAYOR

  
Korina Lopez (Jul 18, 2024 18:14 MDT)  
KORINA LOPEZ, EXECUTIVE DIRECTOR

DATE: Aug 2, 2024

DATE: Jul 18, 2024  
CRS#: 03-1132553-007  
Registration #: 222294

ATTEST:

  
GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 07/31/2024 *XIV*

CITY ATTORNEY'S OFFICE:

  
REBECCA MNUK-HERRMANN, ASSISTANT CITY ATTORNEY  
Jul 18, 2024

APPROVED FOR FINANCES

  
EMILY K. OSTER  
FINANCE DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505 CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com

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.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

RE: 2020 Ford F250 1FT7W2B64LED39409 2020 Shower Trailer Classic Series 7K6L001246

CERTIFICATE HOLDER: City of Santa Fe, PO Box 909, Santa Fe, NM 87504 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



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

## BUSINESS REGISTRATION

**Business Name:** INTERFAITH COMMUNITY SHELTER  
DBA: INTERFAITH COMMUNITY  
SHELTER

**Business Location:** 2801 CERRILLOS RD  
SANTA FE, NM 87501

**Owner:** KENNETH SEMAON

**License Number:** 222294

**Issued Date:** January 31, 2024

**Expiration Date:** January 31, 2025

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

INTERFAITH COMMUNITY SHELTER  
PO BOX 22653  
SANTA FE, NM 87502

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**








# GB Consuelos\_Place Amend 1..

Final Audit Report

2025-07-17

Created:	2025-07-10
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAicCn6op47UZm9RYVldgKZmwnu9ZA3MI9

## "GB Consuelos\_Place Amend 1.." History

-  Document created by JIMMY TAPIA (jptapia@santafenm.gov)  
2025-07-10 - 8:46:49 PM GMT- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov  
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign  
2025-07-10 - 8:50:30 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2025-07-14 - 9:00:38 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2025-07-14 - 9:02:54 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  
2025-07-14 - 9:02:59 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2025-07-14 - 11:40:11 PM GMT - Time Source: server- IP address: 129.222.67.170
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2025-07-14 - 11:40:15 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2025-07-14 - 11:54:19 PM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
Signature Date: 2025-07-17 - 0:39:17 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2025-07-17 - 0:39:17 AM GMT

**Signature:** 

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)



**Date:** May 20, 2026

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

**From:** Lia Salaverry, Youth and Family Services Division Director <sup>LS</sup><sub>LS</sub>

**Via:** Sandra Emory, Community Services Department Director <sup>SE</sup><sub>SE</sub>

**RE:** Updating Resolution No. 2025-38 to Prioritize Seniors, in Addition to Families at the Micro Community at 2396 Richards Avenue

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## EXECUTIVE SUMMARY:

Resolution No. 2025-38 originally prioritized families with children and youth at the Micro Community located at 2396 Richards Avenue. The proposed resolution would update Resolution No. 2025-38 to include seniors experiencing homelessness in its scope.

## BACKGROUND:

On June 11<sup>th</sup>, 2025, the Governing Body adopted Resolution No. 2025-38, which identified City of Santa Fe's property at 2395 Richards Avenue as a location for a Micro Community. This Micro Community would specifically provide shelter and supportive services for families with children and youth experiencing homelessness. The property at 2395 Richards Avenue is suited for such a Micro Community because it can house up to fifty (50) units, is not abutting any schools, daycares or playgrounds, is accessible to Emergency Medical Service vehicles and trash pickup, and is approximately a third of a mile from the main road, while still being located close to two City bus routes (numbers Four and Six).

## ATTACHMENTS:

Resolution  
Fiscal Impact Report

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2026-\_\_**

3 **INTRODUCED BY:**

4  
5 Mayor Michael Garcia

6 Councilor Amanda Chavez

7 Councilor Jamie Cassutt

8  
9  
10 **A RESOLUTION**

11 **UPDATING RESOLUTION NO. 2025-38 TO INCLUDE SENIORS IN THE SCOPE OF**  
12 **SERVICE AT THE MICRO COMMUNITY TO BE LOCATED AT 2395 RICHARDS**  
13 **AVENUE.**

14 **WHEREAS**, Resolution No. 2025-38 identified the City of Santa Fe’s (“City”) property  
15 at 2395 Richards Avenue as a location for a Micro Community (“the Richards Avenue Micro  
16 Community”), and it established that this community would provide shelter and supportive services  
17 for families with children and youth experiencing homelessness in Santa Fe; and

18 **WHEREAS**, the City has identified an additional need for shelter and supportive services  
19 for seniors experiencing homelessness; and

20 **WHEREAS**, the property located at 2395 Richards Avenue can house up to fifty (50) units,  
21 is not abutting schools, daycare or playgrounds, is accessible to Emergency Medical Service  
22 Vehicles and trash pickup, and is approximately a third of a mile from the main road, while still  
23 being located close to two City bus routes (numbers Four and Six); and

24 **WHEREAS**, including seniors at the Richard’s Avenue Micro Community will provide  
25 safer and more stable living conditions for older adults experiencing homelessness; and

1           **WHEREAS**, the Governing Body wishes to include seniors at the Richard’s Avenue Micro  
2 Community in addition to families with children and youth.

3           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
4 **CITY OF SANTA FE** that Resolution No. 2025-38 be updated to include seniors experiencing  
5 homelessness in the Richards Avenue Micro Community’s scope of service.

6           PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

7  
8 \_\_\_\_\_  
9 MICHAEL J. GARCIA, MAYOR

10  
11 ATTEST:

12  
13 \_\_\_\_\_  
14 GERALYN F. CARDENAS, CITY CLERK

15  
16 APPROVED AS TO FORM:

17  
18 Marcos Martinez  
19 [Marcos Martinez \(May 22, 2026 10:02:45 MDT\)](#)  
20 MARCOS D. MARTÍNEZ, CITY ATTORNEY

21  
22  
23  
24  
25 *Legislation/2026/Resolutions/Updating Resolution No. 2025-38 to Prioritize Seniors*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: \_\_\_\_\_ Resolution:  X

Short Title(s): Updating Resolution No. 2025-38 to Prioritize Seniors, in Addition to Families at the Micro Community at 2396 Richards Avenue

Sponsor(s): Mayor Michael Garcia, Councilor Alma Castro, Councilor Jamie Cassutt

Reviewing Department(s): Youth and Family Services Division

Staff Completing FIR: Lia Salaverry, Youth and Family Services Division Director Date: 5/20/2026  
Phone: (505) 955-6678

Reviewed by City Attorney: *Marcos Martinez* Date: 05/22/2026  
Marcos Martinez (May 22, 2026 10:02:45 MDT)

Reviewed by Finance Director: *Andrea Phillips* Date: 05/22/2026  
ANDREA PHILLIPS (May 22, 2026 10:06:07 MDT)

Summary:

Resolution No. 2025-38 originally prioritized families with children and youth at the Micro Community located at 2396 Richards Avenue. The proposed resolution would update Resolution No. 2025-38 to include seniors in its specified scope of service.

Departments Affected:

Community Services Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then seniors would not be included in the scope of service at the Micro Community to be located at 2396 Richards Avenue.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This resolution updates Resolution No. 2025-38 which identified City property at 2395 Richards Avenue as a location for a Micro Community to provide shelter and supportive services for families and youth experiencing homelessness in Santa Fe.

Performance and Administrative Implications:

None.

Fiscal Implications:

There are no fiscal implications associated with this resolution. Fiscal implications related to the establishment of the Micro Community were previously identified and addressed in Resolution No. 2025-38.

**Fiscal Impact**

    X     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>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

**Expenditure Narrative:**

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**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:**

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**Signature:** *Sandra Emory*

**Email:** sxemory@santafenm.gov

**Signature:** *Lia Salaverry*

**Email:** lasalaverry@santafenm.gov



**Date:** May 11, 2026  
**To:** Governing Body, Quality of Life Committee, and Finance Committee  
**From:** Alvin Valdez, Benefits and Wellness Manager *AAV*  
**Via:** Sarah Bolleter-Gonzalez, Interim Human Resources Director *[Signature]*  
**RE:** Establishing a Permanent Mental Health and Wellness Program

---

## EXECUTIVE SUMMARY:

The proposed resolution would remove the “pilot” status from the Wellness Leave Pilot Program, establishing that the City of Santa Fe’s (“City”) Personnel Rules 13.91 and 13.92 would become permanent policy and be incorporated into the City’s Personnel Rules and Regulations. Rule 13.91 provides one (1) wellness day per calendar year for classified, full-time and part-time, exempt, and term employees; and Personnel Rule 13.92, provides up to two (2) hours per week of physical and mental fitness leave for full-time, exempt, and term employees.

## BACKGROUND:

The Wellness Leave Pilot Program was approved as a two (2) year pilot program by the Governing Body in 2023 through Resolution No. 2023-17. The program, which is set to expire June 30<sup>th</sup>, was then extended in 2025 through Resolution No. 2025-40 in order to collect data and feedback from City employees to determine the impact of the pilot program.

## ATTACHMENTS:

Resolution  
Fiscal Impact Report

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2026-\_\_**

3 **INTRODUCED BY:**

4  
5 Councilor Amanda Chavez

6  
7  
8  
9  
10 **A RESOLUTION**

11 **REMOVING “PILOT” STATUS FROM THE WELLNESS LEAVE PILOT PROGRAM,**  
12 **ESTABLISHING PERSONNEL RULES 13.91 AND 13.92 AS PERMANENT, AND**  
13 **ADDING A REQUIREMENT THAT EMPLOYEES COMPLETE ALL REQUIRED**  
14 **TRAININGS TO REMAIN ELIGIBLE TO RECEIVE WELLNESS DAY LEAVE.**

15 **WHEREAS,** according to the Centers for Disease Control and the Kaiser Family  
16 Foundation’s “Mental Health and Substance Use State Fact Sheet” New Mexico has an age-  
17 adjusted suicide rate nearly double the average of the rest of the country, as well as higher than  
18 average rates of anxiety or depressive disorders; and

19 **WHEREAS,** in 2023, the City of Santa Fe (“City”) adopted Resolution 2023-17,  
20 establishing a two-year pilot program in support of physical and mental wellbeing for City  
21 employees and establishing Personnel Rules 13.91 and 13.92 (“Wellness Leave Pilot Program”);  
22 and

23 **WHEREAS,** Personnel Rule 13.91 allows classified full-time and part-time, exempt, and  
24 term employees one (1) day of leave as a “wellness day” each calendar year; and

25 **WHEREAS,** Personnel Rule 13.92 provides eligible, classified full-time, exempt, and

1 term employees two (2) hours per week for physical and mental fitness activities (“Physical and  
2 Mental Fitness Leave”); and

3 **WHEREAS**, in 2025, the City adopted Resolution No. 2025-40, which extended the  
4 Wellness Leave Pilot Program to June 30, 2026, and required employees to agree to take up to three  
5 surveys as a condition of taking wellness leave: one at the beginning of the year, one at the end of  
6 the year, and during the middle of the year, if the Human Resources Department determines the  
7 third survey is helpful; and

8 **WHEREAS**, three hundred fifty-two (352) employees enrolled in the Wellness Leave Pilot  
9 Program and three hundred fifty-one (351) employees utilized the program; and

10 **WHEREAS**, out of the three hundred forty-four (344) employees who completed the  
11 survey regarding the program, three hundred eighteen (318) said that the Wellness Leave Pilot  
12 Program increased their desire to stay employed with the City; and

13 **WHEREAS**, ninety-four percent (94%) of the survey participants stated that their morale  
14 at work has improved since participating in the Wellness Leave Pilot Program and over two  
15 hundred fifty (250) participants said they saw a significant reduction in stress; and

16 **WHEREAS**, the City recognizes that employee participation in trainings designed to  
17 improve performance, safety, satisfaction, productivity, and professional development supports  
18 overall employee well-being; and

19 **WHEREAS**, employees who elect to participate in the Wellness Leave Program shall be  
20 required to attend and complete any mandatory trainings designated by the City; and

21 **WHEREAS**, transitioning the Wellness Leave Pilot Program into a permanent policy will  
22 continue to support employees’ physical and mental well-being and improve organizational  
23 performance.

24 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
25 **CITY OF SANTA FE** that the Wellness Leave Pilot Program established in Resolution No. 2023-

1 17 and extended by Resolution No. 2025-40 shall be adopted as a permanent policy and be  
2 incorporated into the City's Personnel Rules and Regulations.

3 **BE IT FURTHER RESOLVED** that employees must complete all required City trainings  
4 to remain eligible to receive the Wellness Day Leave, as indicated in Rule 13.91, Exhibit A.

5  
6 PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

7  
8  
9 \_\_\_\_\_  
10 MICHAEL J. GARCIA, MAYOR

11  
12 ATTEST:

13  
14 \_\_\_\_\_  
15 GERALYN F. CARDENAS, CITY CLERK

16  
17 APPROVED AS TO FORM:

18  
19 Marcos Martinez  
20 [Marcos Martinez \(May 20, 2026 14:11:04 MDT\)](#)  
21 MARCOS D. MARTÍNEZ, CITY ATTORNEY

22  
23  
24  
25 *Legislation/2026/Resolutions/Updating the Terms of the Physical and Mental Wellness Leave Program*

## **Exhibit A**

### **RULE 13 LEAVE**

#### **Rule 13.91 Wellness Day Leave**

Classified full-time and part-time, exempt, and term employees shall be eligible each calendar year for one (1) wellness day. Employees are eligible to request Wellness Day Leave after successful completion of the employee probationary period. This category of leave is designed to be used for mental health and wellness. Such leave should be requested in advance, to the extent possible. Every effort will be made to accommodate an employee's request. Wellness Day Leave should be granted unless granting the requested leave would impair the effective and efficient operation of the department.

1. The Wellness Day Leave must be taken in eight (8) consecutive-hour increments or in increments representative of the employee's regular work schedule. For example, a part-time employee would be eligible for 4 hours of wellness leave, an employee who works a 10-hour schedule would be eligible for 10 hours of wellness leave, a firefighter that works a 24-hour schedule would be eligible for 24 hours of wellness leave each calendar year.
2. The Wellness Day Leave must be taken within the current calendar year, or it will be forfeited.
3. Upon separation of employment, employees will not be compensated for the unused Wellness Day leave.
4. The Wellness Day Leave will not be counted toward the earning of Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.
5. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.
6. Wellness leave may be forfeited in accordance with Training Policy 2026-0001. City employees, including classified, term, exempt, at-will, full-time, and part-time employees, who fail to complete all required trainings within a calendar year may lose wellness leave accrued for the following calendar year.

#### **Rule 13.92 Two-Hour Weekly Wellness Program: Physical and Mental Fitness Leave.**

Classified full-time, exempt, and term employees may be eligible for two (2) hours per week of Physical and Mental Fitness Leave for physical and mental fitness activities. Employees are eligible for this leave after successful completion of the probationary period and required approvals. This is a category of leave designed to promote fitness and wellness.

1. The Physical and Mental Fitness Leave will not be counted toward the earning of the Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.

2. Employees may request a modified work schedule by utilizing the standard request process for flexible-work arrangements, which may permit the employee to take up to two (2) hours per week of Physical and Mental Fitness Leave for physical and mental wellness purposes.
3. Physical and mental fitness activities are activities that promote physical and/or mental well-being including physical exercise (for example, bicycling, walking, jogging, yoga, weight training, swimming, tennis, volleyball, softball and racquetball), health risk appraisals, wellness screenings, fitness testing, mindfulness and meditation exercises, healthy eating classes, nutrition consultation, health behavior change coaching, and smoking cessation classes.
4. An eligible employee must request and be approved to participate in the Physical and Mental Fitness Leave through the standard flexible work arrangement process. Granting the employee request is subject to the needs of the City. If the request is approved, it may be withdrawn by the City at any time if allowing the employee to continue would not be in the best interest of the City or have a negative impact on the operations of the City. The denial or rescinding of Physical and Mental Fitness Leave is not subject to grievance procedures or appeal processes.
5. Time needed for travel, taking showers, changing clothes and/or eating lunch must be considered and should be included in the modified work schedule.
6. Employees may be required to forgo a scheduled period of Physical and Mental Fitness Leave due to mandatory meetings, trainings, or other work-related obligations that cannot be rescheduled. However, missed Physical and Mental Fitness Leave is forfeited and may not be made up at a different time during the week it was missed.
7. Employees who are absent from work on a scheduled period of Physical and Mental Fitness Leave shall forfeit the leave for that day and it may not be made up at a different time.
8. Physical and Mental Fitness Leave may not be used in conjunction with other leave types (e.g., sick leave, annual leave, compensatory time, educational leave, administrative leave) in a manner that results in excessive stacking of leave, as determined by the Department.
9. While considering and reviewing requests for participation in Physical and Mental Fitness Leave, supervisors should maintain adequate coverage to meet the business needs of the City, should not unfairly shift workloads to other staff members, and should not incur additional associated costs to the City.
10. Participants in this program are responsible for notifying their supervisor should they cease to engage on a regular basis, in the Physical and Mental Fitness Leave on the days specified on their request.
11. As a condition of participating in the Physical and Mental Fitness Leave, employees irrevocably agree to indemnify and hold the City of Santa Fe harmless from any and all liability and waive any claims, including but not limited to workers' compensation, for any and all injuries caused by or aggravated by activities completed during any Physical and Mental Fitness Leave.

**13.** Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

FISCAL IMPACT REPORT

General Information:

(Check) Bill: \_\_\_\_\_ Resolution:  X

Short Title(s):  Establishing a Permanent Mental Health and Wellness Program

Sponsor(s):  Councilor Amanda Chavez

Reviewing Department(s):  Human Resources

Staff Completing FIR:  Alvin Valdez, Benefits and Wellness Director  Date:  5/11/2026

Phone:  (505) 955-6075

Reviewed by City Attorney:  *Marcos Martinez*   
 Marcos Martinez (May 20, 2026 14:11:04 MDT)  Date:  05/20/2026

Reviewed by Finance Director:  *Andrea Phillips*   
 ANDREA PHILLIPS (May 22, 2026 10:57:05 MDT)  Date:  05/22/2026

Summary:

The proposed resolution would remove the “pilot” status from the Wellness Leave Pilot Program, establishing that the City of Santa Fe’s (“City”) Personnel Rules 13.91 and 13.92 would become permanent policy and be incorporated into the City’s Personnel Rules and Regulations. Rule 13.91 provides one (1) wellness day per calendar year for classified, full-time and part-time, exempt, and term employees; and Personnel Rule 13.92, provides up to two (2) hours per week of physical and mental fitness leave for full-time, exempt, and term employees.

Departments Affected:

All departments.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the Wellness Leave Pilot Program will expire June 30, 2026, and will not be made a permanent program. City employees would no longer have Wellness Day Leave and Physical and Mental Fitness Leave.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Resolution No. 2023-17 established the initial pilot program, and Resolution No. 2025-40 extended the pilot program through June 30, 2026.

Performance and Administrative Implications:

If the program contributes to hiring and retention and/or employee performance, then the program would improve city performance.

**Fiscal Implications:**

If every employee took Wellness Day Leave, the equivalent cost would be approximately \$342,284. In addition, there is a possibility that overtime costs could be incurred as a result of the leave if a position requires an employee to work a shift in the absence of an employee who is on the leave, however that amount is unknown. It is unknown because an employee who is called in to work may or may not be eligible for overtime pay pursuant to City rules and the Fair Labor Standard Act. Additionally, most positions in the City do not require calling in another employee for overtime in the absence of the originally scheduled employee. If every employee utilized two hours per week of Physical and Mental Fitness Leave, the equivalent cost of the lost hours would be approximately \$4,449,668. Lastly, if the past is predictive of the future, not all employees will utilize that benefits provided in Personnel Rule 13.

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**Fiscal Impact**

    X     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>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

**Expenditure Narrative:**

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**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:**

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**Signature:**

**Email:**

**Signature:**

**Email:**