



## Agenda

Regular Meeting of the Quality  
of Life Committee  
July 1, 2026 at 7:00 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
6. Public Comment
7. Action Items: Consent Agenda
  - a. Request for Approval of the June 17, 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: 07/01/2026

- b. Request for Approval of a Budget Adjustment Request (BAR) from the General Fund to the Community Development Fund to Fund an Existing Contract with Urban Alchemy for Street Outreach and Community-Based Public Safety Services. (Sandra Emory, Community Services Department Director; [exemory@santafenm.gov](mailto:exemory@santafenm.gov))

#### **Committee Review:**

Quality of Life Committee  
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Quality of Life Committee: 07/01/2026  
Finance Committee: 07/06/2026  
Governing Body: 07/08/2026

- c. Request for Approval of Amendment No. 2 to Item #24-0368 with FII National dba UPTOGETHER to Increase Compensation by \$750,000 for a New Total Amount of \$3,250,000 and Extend the Term to End June 30, 2027, for Homelessness Prevention Cash Assistance. (Kristen Woods, Youth and Family Services Program Manager; [krwoods@santafenm.gov](mailto:krwoods@santafenm.gov))

**Committee Review:**

Quality of Life Committee: 07/01/2026  
Finance Committee: 07/06/2026  
Governing Body: 07/08/2026

- d. Request for Approval of a Grant Agreement from the New Mexico Department of Health in the Amount of \$350,000 for a Coordinated Community Response to Community Violence through June 30, 2027. (Sandra Emory, Community Services Department Director; [sxemory@santafenm.gov](mailto:sxemory@santafenm.gov))

**Committee Review:**

Quality of Life Committee: 07/01/2026  
Finance Committee: 07/06/2026  
Governing Body: 07/08/2026

- e. CONSIDERATION OF BILL NO. 2026-12. ADOPTION OF ORDINANCE NO. 2026-\_\_\_\_\_. (Councilor Paul Bustamante and Mayor Michael Garcia)  
A Bill Specifying that Specific and Limited Fishing Events on City-Owned Property in the Santa Fe Municipal Watershed May be Approved by the Governing Body. (Alan Hook, Water Resources Coordinator; [aghook@santafenm.gov](mailto:aghook@santafenm.gov))

**Committee Review:**

Governing Body (Introduced): 06/10/2026  
Governing Body (Public Comment): 06/24/2026  
Public Works and Utilities Committee: 06/29/2026  
Quality of Life Committee: 07/01/2026  
Governing Body: 07/29/2026

- f. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO. 2026-\_\_\_\_\_. (Mayor Michael Garcia, Councilor Alma Castro, Councilor Pilar Faulkner, and Councilor Lee Garcia)  
A Bill Relating to the Santa Fe Homes Program and Requirements for Rental Units; Amending Section 26-1.22 to Make Certain Technical Changes, to Clarify the Calculation of Fees Paid in Lieu of Providing On-Site Affordable Units, to Amend the Fee-in-Lieu Calculation to Use Thirty Percent of the Area Median Income Instead of Sixty-Five Percent when Determining Base Fee Amount. (Faviola Chavez, Affordable Housing Director; [fachavez@santafenm.gov](mailto:fachavez@santafenm.gov))

**Committee Review:**

Quality of Life Committee  
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Governing Body (Introduction): 05/27/2026  
Governing Body (Public Comment): 06/10/2026  
Quality of Life Committee 06/17/2026 (POSTPONED TO A DATE CERTAIN - QUALITY OF LIFE COMMITTEE 07/01/2025)  
Finance Committee: 06/22/2026 (POSTPONED TO 07/06/2026)  
Governing Body (Public Hearing): 07/08/2026 (POSTPONED TO 07/29/2026)  
Quality of Life Committee: 07/01/2026  
Finance Committee: 07/06/2026  
Governing Body (Public Hearing): 07/29/2026

- g. CONSIDERATION OF RESOLUTION NO. 2026-\_\_\_\_\_. (Councilor Patricia Feghali and Councilor Alma Castro)  
A Resolution Amending Resolution Nos. 2014-49 and 2016-80 to Close the Streets Surrounding Plaza Park Annually from Memorial Day to October 31st or Later and to Close Lincoln Avenue and Palace Avenue, Next to Plaza Park Permanently. (Sam Burnett, Public Works Director; jsburnett@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 06/24/2026  
Public Works and Utilities Committee: 06/29/2026  
Quality of Life Committee: 07/01/2026  
Finance Committee: 07/06/2026  
Governing Body: 07/08/2026

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 July 22, 2026
14. Adjourn

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

**QUALITY OF LIFE COMMITTEE  
WEDNESDAY, JUNE 17, 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, June 17, 2026, in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, NM.

**2. ROLL CALL**

**MEMBERS PRESENT**

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

**OTHERS PRESENT**

Johanna Nelson, Economic Development and Creative Industries Department  
Director  
Sandy Emory, Community Services Director  
Marcella Apodaca, Committee Liaison  
Elizabeth Martin, Stenographer

**3. APPROVAL OF AGENDA**

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

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

**4. APPROVAL OF CONSENT AGENDA**

Items 7 C was pulled for discussion by Councilor Cassutt.

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

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

**5.    PRESENTATIONS**

**A.    SMALL BIZ NAVIGATOR PROGRAM PRESENTATION**

Given

**B.    PRESENTATION OF EXTERNAL REQUESTS FOR INCLUSION IN THE  
INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN FY 2028-2032**

Given.

**6.    PUBLIC COMMENT**

Kent Grubbs. Board Chairman Interfaith Services. District 4. Mr. Grubbs spoke in support of adding Interfaith to the ICIP list.

Jasmine Milla. La Familia. Ms. Milla spoke in support of adding Interfaith to the ICIP list.

Ginger Robertson. La Familia Medical Center. Ms. Robertson spoke in support of adding Interfaith to the ICIP list.

Kathy Collins. SF Habitats for Humanity. Ms. Collins spoke in support of adding SF Habitats for Humanity to the ICIP list.

Jerry Little. SF Habitats for Humanity project. Mr. Little spoke in support of adding SF Habitat for Humanity to the ICIP list.

Amanda. San Ignacio Project. Amanda spoke in support of adding San Ignacio project to the ICIP list.

David Perez. NM Innovation Hub. Mr. Perez spoke in support of adding NM Innovation Hub to the ICIP list.

Brian Nettington. Representing Los Solaris bridge project. Mr. Nettington spoke in support of adding the Los Solaris bridge project to the ICIP list.

**7.    ACTION ITEMS: CONSENT AGENDA**

**A.    REQUEST FOR APPROVAL OF THE JUNE 3, 2026, QUALITY OF LIFE  
COMMITTEE MEETING MINUTES.**

Approved on consent.

- B. REQUEST FOR APPROVAL OF INTERGOVERNMENTAL AGREEMENT #27-624-4000-0024 WITH NEW MEXICO AGING AND LONG - TERM SERVICES DEPARTMENT FOR STATE SUPPORT TO PROVIDE VOLUNTEER SERVICES FOR THE SENIOR SERVICES DIVISION FOSTER GRANDPARENT PROGRAM, SENIOR COMPANION PROGRAM, RETIRED SENIOR VOLUNTEER PROGRAM, AND CARE COMPANION PROGRAM IN THE TOTAL AMOUNT OF \$278,110 THROUGH JUNE 30, 2027.**

Approved on consent.

- C. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO. 2026-\_\_\_\_\_. A BILL RELATING TO THE SANTA FE HOMES PROGRAM AND REQUIREMENTS FOR RENTAL UNITS; AMENDING SECTION 26-1.22 TO MAKE CERTAIN TECHNICAL CHANGES, TO CLARIFY THE CALCULATION OF FEES PAID IN LIEU OF PROVIDING ON-SITE AFFORDABLE UNITS, TO AMEND THE FEE-IN-LIEU CALCULATION TO USE THIRTY PERCENT OF THE AREA MEDIAN INCOME INSTEAD OF SIXTY- FIVE PERCENT WHEN DETERMINING BASE FEE AMOUNT.**

**MOTION** A motion was made by Councilor Cassutt, seconded by Councilor Chavez, to hold Bill No. 2026-11 until the July 1<sup>st</sup> Quality of Life meeting.

**VOTE** The motion passed on a roll call vote as follows:

Councilor Chavez, yes; Councilor Feghali, yes; Councilor Barrett, yes; Councilor Cassutt, yes; Chair Castro, yes.

- D. CONSIDERATION OF RESOLUTION NO. 2026-\_\_\_\_\_. A RESOLUTION AUTHORIZING THE ANNUAL INSTALLATION OF TWENTY-FIVE BANNERS FROM OCTOBER 1 TO NOVEMBER 1, COMMEMORATING THE SANTA FE INTERNATIONAL FILM FESTIVAL ALONG THE GUADALUPE CORRIDOR.**

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, JULY 1, 2026**

**14. ADJOURN**

There being no further business before the Committee, the meeting adjourned at 6:44 pm.

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Councilor Alma Castro, Chair

*Elizabeth Martin*

Elizabeth Martin (Jun 22, 2026 10:00:18 MDT)

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Elizabeth Martin, Stenographer

## The Purchasing Memo

**Date:** June 26, 2026

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

**From:** Marcella Apodaca, Business Operators Manager *Marcella Apodaca*

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

**Subject:** Urban Alchemy Contract #3250602

**Vendor Name:** Urban Alchemy

**Munis Vendor Number:** 9716

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### ITEM AND ISSUE:

Request for Approval of a BAR in the amount of six hundred eighty-nine thousand six hundred seventy-five dollars (\$689,675) to Fund Urban Alchemy for Six Months of Contracted Services, Contract #3250602 from General Fund Reserves.

### CONTRACT NUMBER:

The FY26 Munis contract number is 3250602.

### BACKGROUND AND SUMMARY:

Over the past 10 years, the City of Santa Fe has experienced a significant increase in calls for service, including emergency medical response, law enforcement activity, and community complaints related to public safety and sanitation. These challenges include reports of drug use, aggressive behavior, unsanitary conditions, and visible mental health crises. The high concentration of vulnerable individuals in both the Cerillos Road Corridor and the Downtown areas, many of whom are unsheltered and face complex behavioral health needs—has strained both emergency services and neighborhood relationships. To address these concerns, the City of Santa Fe is launching a community-based public safety initiative that prioritizes proactive engagement, harm reduction, and service connection. Rather than relying solely on traditional law enforcement responses, this approach aims to build trust, reduce conflict, and create safer conditions for both unhoused individuals and surrounding residents and businesses. The selected Contractor will provide a consistent presence in affected areas, using de-escalation techniques, supportive engagement, and coordination with housing, behavioral health, and outreach services. The goal is to reduce risk, improve safety outcomes, and support long-term stabilization for individuals and the broader community.

In FY26, The City of Santa Fe entered a contract with Urban Alchemy in the total amount of \$7,948,133.59 for Street Outreach and Community-Based Public Safety Services for a term of 4 years.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

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

**Munis Org Name/Number:** General Fund Reserves/1000121

**Munis Object Name/Number:** Operating Transfer to Homeless Services/750240

**Budget Officer / Designee:** CHRIS PARKER for AJH CHRIS PARKER for AJH (Jun 26, 2026 15:37:10 MDT) **Date:** Jun 26, 2026

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

**PROCUREMENT METHOD:**

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

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**Emergency Procurements -** This procurement was conducted under the authority of NMSA 1978, Section 13-1-127, which permits emergency procurements when immediate action is required to preserve public health, safety, or welfare. Due to the nature of the emergency, Urban Alchemy was selected to provide the necessary goods and/or services. Documentation of the emergency determination has been completed as required.

**Chief Procurement Officer (CPO)/Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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:**

Contract #3250602

BAR



## The Purchasing Memo

**Date:** May 23, 2025

**To:** Governing Body and Finance Committee

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

**Subject:** Street Outreach Services 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 with Urban Alchemy in the Total Amount of \$ 7,948,133.59 for Street Outreach and Community-Based Public Safety Services for a Term of 4 years. (Henri Hammond-Paul, Director, Community Health and Safety; hmhammondpaul@santafenm.gov)

### CONTRACT NUMBER:

The FY25 Munis contract number is [3250602](#).

### BACKGROUND AND SUMMARY:

Over the past 10 years, the City of Santa Fe has experienced a significant increase in calls for service, including emergency medical response, law enforcement activity, and community complaints related to public safety and sanitation. These challenges include reports of drug use, aggressive behavior, unsanitary conditions, and visible mental health crises. The high concentration of vulnerable individuals in both the Cerillos Corridor and the Downtown areas—many of whom are unsheltered and face complex behavioral health needs—has strained both emergency services and neighborhood relationships.

To address these concerns, the City is launching a community-based public safety initiative that prioritizes proactive engagement, harm reduction, and service connection. Rather than relying solely on traditional law enforcement responses, this approach aims to build trust, reduce conflict, and create safer conditions for both unhoused individuals and surrounding residents and businesses.

The selected Contractor will provide a consistent presence in affected areas, using de-escalation techniques, supportive engagement, and coordination with housing, behavioral health, and outreach services. The goal is to reduce risk, improve safety outcomes, and support long-term stabilization for individuals and the broader community.

### 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: 05/23/2025

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

**PROCUREMENT METHOD:**

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

This contract was awarded through a competitive Request for Proposals (RFP) process under NMSA 1978, Section 13-1-111. RFP #25131 was issued on March 7, 2025, and two proposals were received and evaluated in accordance with City procurement requirements (Munis Procurement #26485). Following a thorough evaluation process, the Evaluation Committee recommended awarding the contract to Urban Alchemy as the highest-scoring offeror.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano N/A 05/23/2025

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

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

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

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

Treasury/Point of Sale Components included?  Yes |  No

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

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

Vehicles included?  Yes |  No

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

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

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

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

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

Is this an externally funded purchase?  Yes |  No

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

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

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

Is this a Capital Asset or Project?  Yes |  No

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

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

- Horizons declination
- CPO Service Determination Email
- Procurement document: RFP
- 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  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and executed 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**.' This Contract becomes effective upon approval by the City's Governing Body and execution by the Mayor, as set forth below.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has determined that this Contract complies with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199, and that the procurement process adhered to the requirements of NMSA 1978, Section 13-1-111 for the Request for Proposals (RFP); and

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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

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

Deliver street outreach services in areas identified by the City, including but not limited to, the following two specific key geographic areas in the city:

1. Cerrillos Corridor
2. Downtown Santa Fe

This initiative addresses public safety concerns, builds community relationships, and provides unhoused individuals with access to supportive services in safe locations. The Contractor will implement community-based public safety practices that foster positive outcomes for individuals and the broader community.

**Goals and Objectives:**

- Engage with unhoused individuals through street outreach to build trust and connect them with resources and services.
- Enhance public safety by intervening in non-emergency situations related to homelessness, mental health, and addiction.
- Provide safe spaces within the Cerrillos Corridor, Downtown areas or other areas as identified by the City.

- Activate public spaces to foster positive community interactions and improve perceptions of safety.

**Key Service Areas:**

**1. Street Outreach:**

- Deploy outreach teams in the Cerrillos Corridor and Downtown Santa Fe and other areas identified by the City.
- Engage unhoused individuals with a compassionate, non-policing approach.
- Build relationships to reduce isolation, loneliness, and distress among vulnerable populations.
- Provide referrals and connections to housing, medical care, substance use treatment, mental health services, and other community resources.

**2. Safe Spaces and Day Services:**

- Establish or manage designated safe spaces in both the Cerrillos Corridor and Downtown areas or other areas identified by the City.
- Provide day services such as:
  - Access to basic needs (e.g., hygiene facilities, climate stations, and food/water).
  - A welcoming environment for both housed and unhoused community members to foster inclusivity.

**3. Community-Based Public Safety:**

- Activate public spaces through positive engagements that encourage safe behaviors.
- Train outreach workers to de-escalate conflicts and address safety concerns with professionalism and empathy.
- Foster collaboration between outreach teams, local law enforcement, and emergency services to ensure coordinated responses.
- Collect data on outreach activities and outcomes to inform ongoing service improvements and impact evaluation.

**Deliverables:**

• **Staffing:**

- Provide outreach workers for each service area (Cerrillos Corridor and Downtown or other areas identified by the City).
- Ensure staff are trained in street psychology, trauma-informed care, conflict de-escalation, and community resource navigation.

• **Implementation:**

- Define outreach schedules and coverage areas.
- Establish safe spaces with access to day services in all areas.

• **Reporting:**

- Submit regular updates on outreach activities, challenges, and outcomes.

- Provide data on the number of individuals served, types of services provided, and any measurable impacts on public safety.
- A detailed budget for outreach operations and the establishment/management of safe spaces.
- A timeline for implementation and ongoing service delivery.
- **Collaboration:**
  - Work closely with city departments, local service providers, and law enforcement to coordinate responses and services.
  - Participate in city-led meetings or planning sessions as needed.

This Contract may be utilized by any entity or organization legally authorized to do so, subject to the prior written approval of the City’s Chief Procurement Officer. Eligible entities include, but are not limited to, all agencies, commissions, institutions, political subdivisions, and local public bodies. Any such use of this Contract shall be in accordance with all applicable laws, regulations, and procurement requirements. The Contractor shall honor all orders placed by authorized entities under the terms and conditions of this Contract.

**2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to community-based public safety and street outreach for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

**3. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million nine hundred twenty-eight thousand four hundred six dollars (\$1,928,406.00) per year, The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million nine hundred twenty-eight thousand four hundred six dollars (\$1,928,406.00) per year, which shall increase by 2% each year due to increases caused by cost-of-labor, overhead costs, and similar. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed \$7,948,133.59 over four (4) years.**

B. Payment. The total compensation under this Contract shall not exceed **\$7,948,133.59** including New Mexico gross receipts tax and expenses. **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 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 thirty (30) (1) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID.

D. **Deliverable-Based Initial Payment.** The City shall provide Urban Alchemy with a one-time deliverable-based initial payment, of \$250,000 or 20% of the total contract amount, whichever is less, upon submission and City approval of a written deliverable that outlines the following:

1. Urban Alchemy's proposed approach to street outreach in Santa Fe, including their understanding of local conditions and service gaps.
2. A summary of the evidence base and experience from other cities that informs their model.
3. A detailed plan for launching and scaling operations in Santa Fe, including staffing, timelines, and partnership strategy.
4. A strategy for sustaining operations and continuing to innovate over time.

This deliverable-based initial payment is in exchange for the deliverable described above and is not an advance on services and is included in the compensation amount described in paragraph 3(A) above. The deliverable must be submitted within 30 days of contract execution. Payment is contingent on City review and written acceptance.

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

B. Notice; City Opportunity to Cure.

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

cure the material breach.

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

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

## **6. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within seventy-five (75) days of receipt of the proposed amendment.

## **7. Status of Contractor**

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

## **8. Assignment**

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

## **9. Subcontracting**

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

## **10. Release**

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

## **11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. 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 Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within seventy-five (75) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

## **15. Entire Agreement**

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

#### **16. Merger**

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

All terms and conditions of RFP #25131 and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

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

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

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

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

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

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

#### **20. Workers Compensation**

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

#### **21. Professional Liability Insurance**

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

## **22. Other Insurance**

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

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

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

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

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

## **23. Records and Financial Audit**

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

## **24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents. 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 Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City’s Chief Procurement Officer.

**31. Default/Breach**

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

**33. Default and Force Majeure**

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

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: Urban Alchemy



  
Alan Webber (Jun 4, 2025 15:29 MDT)  
Mayor Alan Webber

  
Lena Miller (May 22, 2025 17:12 PDT)  
Lena Miller, CEO

DATE: 05/22/2025

NMBTIN #: 7868634

ATTEST:

  
ANDREA SALAZAR (Jun 2, 2025 16:36 MDT)  
CITY CLERK 

CITY ATTORNEY'S OFFICE:

  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
\_\_\_\_\_  
FINANCE DIRECTOR

**The City of Santa Fe, Central Purchasing Division (CPD)  
AND  
Community Health and Safety**

**REQUEST FOR PROPOSALS (RFP)**

**Street Outreach Services**



**RFP# 25131**

Proposals are due on: March 24, 2025

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# I. INTRODUCTION

## A. PURPOSE OF THIS RFP

The purpose of the RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of street outreach services to address public safety concerns, build community relationships, and provide unhoused individuals with access to supportive services in safe locations.

## B. BACKGROUND INFORMATION

Santa Fe, like many communities across the country, is grappling with an escalating public health crisis at the intersection of opioid misuse, untreated mental illness, and homelessness. The rise in fentanyl-related overdoses has placed immense pressure on emergency responders, hospitals, and public services. At the same time, a shortage of behavioral health resources has left many residents without access to necessary care, further compounding the crisis. These issues are exacerbated by the region's housing affordability challenges, which continue to push vulnerable individuals into homelessness. The result is a growing strain on city infrastructure, from emergency departments and law enforcement to local businesses and public spaces.

The need for targeted, coordinated interventions has never been greater. Without expanded outreach services, individuals in crisis will continue to cycle through emergency rooms, jails, and temporary shelters without long-term solutions. The absence of early intervention mechanisms not only places lives at risk but also increases financial and social burdens on the community. By investing in proactive and responsive service delivery, Santa Fe can reduce the harms associated with opioid use and mental health crises while improving public safety and overall community well-being.

## C. SCOPE OF PROCUREMENT

The City of Santa Fe seeks proposals from qualified service providers to deliver **street outreach services** in two key areas but could expand to include more areas in the city:

1. **Cerrillos Corridor**
2. **Downtown Santa Fe**

The city is seeking a four-year contract with an estimated \$1.5-2M/year. This initiative aims to address public safety concerns, build community relationships, and provide unhoused individuals with access to supportive services in safe locations. The selected provider will implement community-based public safety practices that foster positive outcomes for individuals and the broader community.

### Goals and Objectives:

- Engage with unhoused individuals through **street outreach** to build trust and connect them with resources and services.
- Enhance public safety by intervening in non-emergency situations related to homelessness, mental health, and addiction.
- Provide **safe spaces** within the Cerrillos Corridor, Downtown area and any other area(s) as determined by the city for individuals to access day services.

- Activate public spaces to foster positive community interactions and improve perceptions of safety.

## Key Service Areas:

### 1. Street Outreach:

- Deploy outreach teams in the **Cerrillos Corridor, Downtown Santa Fe and any other area(s) as determined by the city.**
- Engage unhoused individuals with a compassionate, non-policing approach.
- Build relationships to reduce isolation, loneliness, and distress among vulnerable populations.
- Provide referrals and connections to housing, medical care, substance use treatment, mental health services, and other community resources.

### 2. Safe Spaces and Day Services:

- Establish or manage **designated safe spaces** in both the Cerrillos Corridor and Downtown areas and any other area(s) as determined by the city.
- Provide day services such as:
  - Access to basic needs (e.g., hygiene facilities, climate stations, and food/water).
  - A welcoming environment for both housed and unhoused community members to foster inclusivity.

### 3. Community-Based Public Safety:

- Activate public spaces through positive engagements that encourage safe behaviors.
- Train outreach workers to de-escalate conflicts and address safety concerns with professionalism and empathy.
- Foster collaboration between outreach teams, local law enforcement, and emergency services to ensure coordinated responses.
- Collect data on outreach activities and outcomes to inform ongoing service improvements and impact evaluation.

## Deliverables:

### • Staffing:

- Provide outreach workers for each service area (Cerrillos Corridor, Downtown and any other area(s) as determined by the city).
- Ensure staff are trained in street psychology, trauma-informed care, conflict de-escalation, and community resource navigation.

### • Implementation:

- Define outreach schedules and coverage areas.
- Establish safe spaces with access to day services in both areas.

### • Reporting:

- Submit regular updates on outreach activities, challenges, and outcomes.
- Provide data on the number of individuals served, types of services provided, and any measurable impacts on public safety.
- A detailed budget for outreach operations and the establishment/management of safe spaces.
- A timeline for implementation and ongoing service delivery.

- **Collaboration:**

- Work closely with city departments, local service providers, and law enforcement to coordinate responses and services.
- Participate in city-led meetings or planning sessions as needed.

The resulting contract may be a multiple award.

This procurement will result in a Citywide Price Agreement/Contract that may be utilized by all agencies, commissions, institutions, political subdivisions, and local bodies, etc. allowed by law.

## **D. PROCUREMENT MANAGER**

Community Health and Safety has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Henri Hammond-Paul, Procurement Manager  
Telephone: (505) 490-7818

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

Procurement Manager: [hmhammondpaul@santafenm.gov](mailto:hmhammondpaul@santafenm.gov)

CPD: [purchasing\\_RFP@santafenm.gov](mailto:purchasing_RFP@santafenm.gov)

Offerors may contact **ONLY** the Procurement Manager and the CPD regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

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

## **E. PROPOSAL SUBMISSION**

***Submissions of all proposals must be accomplished via upload:***

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

## **F. DEFINITION OF TERMINOLOGY**

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



DEFINITION OF  
TERMINOLOGY.docx

## **G. PROCUREMENT LIBRARY**

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

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

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

Other relevant links:

- City Plan
  - a. <https://santafenm.gov/chs/homelessness>

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>	<b>Times (in Mountain)</b>
Issue RFP	CPD	March 7, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	March 18, 2025	10:00 AM
Deadline for Written Questions	Potential Offerors	March 19, 2025	5:00 PM
Response to Written Questions	Procurement Manager	March 21, 2025	
<b>Proposals Due Date</b>	<b>Offerors</b>	<b>March 24, 2025</b>	<b>3:00 PM</b>
*Interviews (If Necessary)	<i>Potential Offerors</i>	<i>March 26 – 27, 2025</i>	
*Identification of Potential Best-Valued Offerors	Evaluation Committee	March 28 – April 2, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offerors	April 3, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offerors	April 4 – 9, 2025	
*Best and Final Offers	Offerors	April 10, 2025	
*Governing Body Approval	Governing Body	April 11 - 30, 2025	
*Contract Award	Requesting Department	May 1, 2025	

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

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown above.

The City reserves the right to:

1. Change or extend the Proposals Due Date.
2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

**1. Issue RFP**

This RFP is being issued on behalf of The City Community Health and Safety on the date indicated in the Sequence of Events.

**2. Pre-Proposal Meeting**

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, beginning at 10:00 AM MST/MDT via MS Teams: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YTJiODhkOTUtNTdjNC00OTYwLTgxMGEtNzA5ZDQ4ZDU1MzM5%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTJiODhkOTUtNTdjNC00OTYwLTgxMGEtNzA5ZDQ4ZDU1MzM5%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d)

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

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

**3. Deadline for Written Questions**

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

**4. Responses to Written Questions**

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

An electronic version of the Questions and Answers will be posted to Bid Central.

**5. Proposals Due Date**

Proposals must be uploaded and submitted in BID Central before the deadline indicated in the Sequence of Events to be considered for review and evaluation.

All proposals must be submitted electronically through the designated upload link provided in the Response Format and Organization section. Proposals submitted by any other method will not be accepted.

Bid Central will maintain a log of all submitting organizations. In accordance with NMSA 1978, Section 13-1-116, the contents of proposals shall remain confidential and will not be disclosed to competing Offerors during the negotiation process.

The negotiation process remains in effect until the contract is awarded.

For the purposes of this RFP, awarded means the contract has been approved by the City's Governing Body and subsequently signed by the City Mayor.

## **6. Interviews**

Offerors may be required to participate in interviews to evaluate expertise. If interviews are not conducted, each Offeror will receive maximum points for this factor. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. The Evaluation Committee may interview the Key Personnel Lead. A second individual may be present (standby) to clarify the Cost Form.

## **7. Identification of Potential Best-Valued Offerors**

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

## **8. First Clarification Meeting**

The City may require that Offerors attend separate First Clarification Meetings to present proposals and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

## **9. Final Clarification Meeting**

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

## **10. Best and Final Offers**

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in the Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

## 11. Governing Body Approval

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

## 12. Contract Award

The award is subject to the CPD, Department, and City Manager/Governing Body approval. The Contractor must not commence work until the Department issues a Purchase Order.

## 13. Protest Deadline

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

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

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## 14. Finalize Contract

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

## C. GENERAL REQUIREMENTS



GENERAL  
REQUIREMENTS.doc

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

##### ELECTRONIC SUBMISSION ONLY

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

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

**ELECTRONIC proposal submissions must be fully submitted on:**

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

##### **LATE PROPOSALS MAY NOT BE ACCEPTED**

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

#### C. PROPOSAL FORMAT

All proposals should be submitted as follows:

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

<b>Attachment</b>	<b>Form</b>	<b>Value</b>
Attachment A	Proposal Cover Page, Declaration, & Checklist	Required
Attachment B	Campaign Contribution Disclosure Form	Pass/Fail
Attachment C	Conflict of Interest	Required

Attachment D	Non-Collusion Affidavit	Required
Attachment E	Key Personnel Proposal Form	Pass/Fail
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Pass/Fail
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Pass/Fail

#### IV. EVALUATION

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

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

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	20
3	Cost Proposal	35
4	Interview (If Necessary)	10
5	Local Preference	6%*

\*See local preference requirements below

#### A. DESCRIPTION OF EVALUATION

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

- a) **Proposal Cover Page, Declaration, and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration, and Checklist (Attachment A).
- b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The Offeror shall provide the name of the Primary Project Lead (the personnel should be the person who will

be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant contract.

- c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F should be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.
- d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).
  - i. Purpose of PC Submittal
    - i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
    - ii. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.
  - ii. PC Submittal Format Requirements
    - i. PC submittal should NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
    - ii. A PC proposal template is included in this RFP. This document should be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors should type their responses on the Word template provided.
    - iii. Failure to comply with any of the PC format requirements may result in disqualification.
    - iv. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
    - v. References used in the PC submittal should be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.
  - iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the City's specific needs. It should summarize the metrics that show the offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan should be included in the proposed base project cost (see Attachments F and G1).
  - iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable

performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) should NOT be included in the proposed base Cost (see Attachment F).

- v. **Reference List** - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).
- e) Interviews - Offerors may be required to participate in an interview to evaluate expertise. If interviews are not conducted, each offeror will receive maximum points in this category. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested.
- f) Local Preferences

**Purpose:**

The City of Santa Fe recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process, in alignment with the City’s Procurement Manual and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.

**Usage:**

Local preferences are applied in the evaluation of proposals received in response to the City’s Requests for Proposals (RFPs). These preferences are granted to businesses that meet specific qualifications, as outlined below, and can only be applied to procurements funded by the City. They are not applicable to purchases using state, federal, or grant funds.

**Application:**

**1. Local Preference Qualification**

- o To qualify, an Offeror should attach a Resident Business certification issued by the New Mexico Taxation and Revenue Department to their proposal. This certificate should verify that the business is located within Santa Fe municipal limits.
- o Proposals without a valid certification will not be eligible for local preference consideration.

**2. Evaluation in the Formal RFP Process**

- o **Point-Based System:**
  - Local resident businesses are awarded additional points equivalent to 3% of the total possible points.
  - Businesses with all local resident business subcontractors receive an additional 3% of the total possible points.
  - Maximum local preference: 6%.

**3. Solicitations Above \$1,000,000**

- o Proposals from resident businesses are deemed 6% lower than their submitted bid, provided at least 50% of subcontracted services are performed by resident businesses.
- o Proposals from non-local resident businesses are deemed 3% lower, provided at least 50% of subcontracted services are performed by resident businesses.

**4. Restrictions**

- o Local preferences are not applicable when federal funds are part of the expenditure or anticipated to be used for the contract.

- o If multiple preference certificates are submitted by a vendor, only one preference will be applied per solicitation, as determined by the City.

**Additional Information:** Applications for Resident Business certification can be downloaded at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

## **B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)**

There are two revenue controls in the BVA including:

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

## **C. CLARIFICATION**

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

## **D. AWARD**

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

- a) The City reserves the right to reject any or all proposals and to award more than one offeror and to a offeror other than the lowest-priced offeror. The decision of the RFP awards by the City is final.
- b) The City at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.
- c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final awards is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements included in the proposal can be added or amended, at the City's sole option, to the final contract. Obligations of confidentiality will be an important condition of resulting contracts. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence unless otherwise allowed by the City.

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

## **ATTACHMENT LIST – List of all attachments included in the RFP**

Attachment A	Proposal Cover Page, Declaration, & Checklist
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit

Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Weekly Risk Reporting System Guide
Attachment K	Draft Contract

# ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

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

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

\_\_\_\_\_  
RFP #    25131

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
FEIN

\_\_\_\_\_  
City and Country

\_\_\_\_\_  
NMBTIN (fka CRS)

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

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

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

**3. Use of subcontractors (Select one):**

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

---

(Attach extra sheets, as needed)

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

---

(Attach extra sheets, as needed)

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

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

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

## ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

**THIS FORM MUST BE INCLUDED IN THE RFP AND MUST BE SUBMITTED BY ANY OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money, or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“**Pendency of the procurement process**” means the time between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections [13-1-28](#) through [13-1-199](#).

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

**Names of Applicable Public Officials if any:** \_\_\_\_\_

Alan Webber, Mayor  
Councilor Signe I. Lindell, District 1, Pro Tem  
Councilor Alma Castro, District 1  
Councilor Carol Romero-Wirth, District 2  
Councilor Michael Garcia, District 2  
Councilor Lee Garcia, District 3  
Councilor Pilar F.H. Faulkner, District 3  
Councilor Amanda Chavez, District 4  
Councilor Jamie Cassutt, District 4

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_  
Relation to Prospective Contractor: \_\_\_\_\_  
Date Contribution(s) Made: \_\_\_\_\_  
Amount(s) of Contribution(s) \_\_\_\_\_  
Nature of Contribution(s) \_\_\_\_\_  
Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)



## ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

*Complete, sign and return with your proposal.*

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

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

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

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

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

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

I certify that this firm will keep all Street Outreach Services contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Street Outreach Services contract. I understand that if this firm leaves this Street Outreach Services contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Street Outreach Services contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another

person within this organization either learn or have reason to believe that any person who has access to the Street Outreach Services contract confidential information has or intends to disclose that information in violation of this agreement.

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

Company Name: \_\_\_\_\_

Authorized Representative/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

## ATTACHMENT D - NON-COLLUSION AFFIDAVIT

*Complete, Sign and Return with your proposal.*

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

I affirm:

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

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT E – KEY PERSONNEL LEAD FORM**

**Offeror Key Personnel Lead:** \_\_\_\_\_

**ATTACHMENT F - PROJECT COST PROPOSAL FORM**

All amounts provided should include all labor, materials, equipment, transportation, configuration, installation, training, and profit to provide the goods and/or services described in the Scope of Procurement and by any current RFP amendments.

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

- A. Cost breakout by project deliverables.
- B. Cost breakout by additional deliverables not identified in Table A

#	<b>Table A: Deliverables as identified in Scope of Procurement</b>	<b>Cost</b>
1	Staffing	\$
2	Implementation	\$
3	Reporting	\$
4	Collaboration	\$

**Total Cost \$**

#	<b>Table B: Other Deliverables not identified in the Scope of Procurement</b>	<b>Cost</b>
1	Discount off of materials not otherwise listed	(%)
2		\$
3		\$
4		\$
5	(add additional rows as needed)	\$

**Total Cost \$**

## **ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT**

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

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

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

**Instructions:**

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in **Attachment H: Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the **1-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

The **City of Santa Fe Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror’s Project Performance** column. **\*Note: the instructions above may be deleted from this form.**

**Project Performance Metrics**

Requirement	City of Santa Fe Sample	Offeror’s Project Performance	Ref #
Years of experience in street outreach services	1	[Enter value]	[#]
Number of street outreach services projects completed	1	[Enter value]	[#]
Average Budget (\$) Per Project	\$1.5M - \$2M	[Enter value]	[#]
Average Project Duration (Years)	4	[Enter value]	[#]
Number of Cities Deployed in	1	[Enter value]	[#]
Average Number of Individuals Engaged Annually	1	[Enter value]	[#]
Average Customer Satisfaction Rating (out of 10)	10/10	[Enter value]	[#]
Average Cost Deviation (%) Quotes and Invoices	0%	[Enter value]	[#]

**Additional Project Performance Metrics (Optional)**

Offerors may provide additional performance metrics that highlight their expertise. Each metric should be supported by a professional reference in **Attachment H**.

Additional Criteria	Offeror’s Project Performance	Ref #
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]

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

Instructions:

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

#	Value Added	Cost	Delay	Impact	Ref #
0	Example: Hire formerly incarcerated personnel	5%	0	Increased cost by 5%	1
1	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
2	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
3	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
4	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
5	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
6	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]

## ATTACHMENT H – REFERENCE LIST

Instructions:

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

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Example :Client A	POC Name A	<a href="mailto:A@gmail.com">A@gmail.com</a>	(###) ### - #####	\$ 1,800,000	1/1/2020 - 5/1/2020
1	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
2	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
3	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
4	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
5	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
6	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
7	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
8	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
9	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
10	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]

# ATTACHMENT I – CLARIFICATION PHASE GUIDE

## 1. OVERVIEW

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

## 2. PRE-PLANNING AND COORDINATION

- a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.
- b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all

participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:

- vii. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-Offerors, designer / AE, interested parties, etc.).
- viii. Present the scope of services (schedule, cost, deliverables, etc.).
- ix. Identify the City's responsibilities.
- x. Propose the Weekly Risk Report (WRR) format.
- xi. Field questions and concerns from City stakeholders.
- xii. Listen to concerns, issues, and comments from the City stakeholders.
- xiii. Propose a schedule to finalize the Clarification Phase and the contract documents.
- c. Once the First Clarification Meeting is held, and if the City is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
  - i. Revisit the site/buildings/campus to do any additional investigating.
  - ii. Coordinate with all parties that will be involved with the delivery of products/services.
  - iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
  - iv. Finalize the Clarification Document (contract, WRR, payment schedule, scope of work).

### **3. CLARIFICATION DOCUMENT**

The final Clarification Document will include the following:

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

### **4. FINAL CLARIFICATION MEETING**

- a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders should not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.
- b. The Offeror should give a presentation, which walks the City through the entire contract period and summarizes all the coordination and planning done during the Clarification Phase. The Offeror should bring its team, and all the documents specified in the Clarification Document. The Offeror should come

with documents explaining what the City is responsible for during the contract period. The Offeror should convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Phase.

# ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

## Overview

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

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

## Submission

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

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

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

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

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

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

## **ATTACHMENT K - DRAFT CONTRACT**

**The draft included in this Attachment represents the contract the City intends to use to make awards. The City of Santa Fe reserves the right to modify (as necessary) the draft prior to or during the award process.**

**(Draft contract is included as a separate pdf attachment)**

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 anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-IT components (anything IT) - [ereview@santafenm.gov](mailto:ereview@santafenm.gov)

-Vehicles – [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)

-Grants - [grants@santafenm.gov](mailto:grants@santafenm.gov)

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)

-Emergency Related Purchases - [bgwilliams@santafenm.gov](mailto:bgwilliams@santafenm.gov)

-Asset over \$5k - [jxbolden@santafenm.gov](mailto:jxbolden@santafenm.gov)

- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented [procedures/laws/rules](#) are followed. \_
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.

- If you are processing a procurement where the forecasted amount is  $\geq$  \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - <https://naspo.valuepoint.org/categories/>
  - <https://www.omniapartners.com/publicsector/contracts>
  - <https://www.buyboard.com/home.aspx>
  - <https://www.h-gac.com/Home>
  - <https://www.gsa.library.gsa.gov/>
  - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f->

[4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f](https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f)

- ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
- Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
- And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

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

Internal Link: [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)



*"The future belongs to those who believe in the beauty of their dreams."* — Eleanor Roosevelt

**From:** LOVATO, JOANN D. <[jdlovato@santafenm.gov](mailto:jdlovato@santafenm.gov)>  
**Sent:** Friday, February 21, 2025 2:07 PM  
**To:** HAMMOND-PAUL, HENRI M. <[hmhammondpaul@santafenm.gov](mailto:hmhammondpaul@santafenm.gov)>; DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
**Cc:** joseph kashiwagi <[josephkashiwagi@ksm-inc.com](mailto:josephkashiwagi@ksm-inc.com)>  
**Subject:** RE: Contract

Cool... I will send to Legal. I started a bid record in Munis. This will be RFP# 25131.

Can you please send me the service determination from Travis? I need it to accompany the file and the submission to legal.

Thanks.

JoAnn D. Lovato Montaña

Procurement Manager

505-469-6045



## **Services**

### **Approved Services**

*The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.*

If you do not see a service listed below that you are interested in providing, please contact Horizons of New Mexico to discuss its possible addition.

[ADA Accessibility Consulting Services](#)

[Auctioneering Services](#)

[Bulk Printing and Mailing](#)

[Botanical Services](#)

[Call Center Services](#)

[Clerical Data Entry](#)

[Computer Refurbishing](#)

[Courier Services](#)

[Debris Removal](#)

[Decontamination, Sanitation, and Sterilization Services](#)

[Dishwashing Services](#)

[Document Imaging Services](#)

[Document Destruction](#)

[Envelope Stuffing](#)

[Event Planning](#)

[General Labor](#)

[Greeting Services](#)

[Hard Drive Destruction](#)

[Janitorial and Housekeeping Services](#)

[Kit Assembling](#)

[Landscape Irrigation](#)

[Landscaping](#)

[Mailing Services](#)

[Management of an Assistive Technology Reuse and Recycling Program](#)

[Medical Waste Disposal](#)

[Meeting Minute Preparation Services](#)

[Moving Services](#)

[Outdoor Accessibility Consulting Services](#)

[Pest Control and Extermination Services](#)

[Plant Rental Services](#)

[Printing Services](#)

[Receptionist, Filing and Clerical Services](#)

[Recycling Services](#)

[Rest Area Maintenance](#)

[Screen Printing](#)

[Shelf Stocking and Restocking](#)

[Transcription Services](#)

[Transportation](#)

[Vehicle Washing](#)

[Wildlife Services Management](#)

[Yard, Grounds, and Lawn Maintenance](#)

### **Excluded Services**

*The service categories below have been deemed unsuitable under the State Use Act by the New Mexico Council for Purchasing from Persons with Disabilities.*

[Architects](#)

[Employment Support Services](#)

[Landscape Architects](#)

[Remediation – Wall Repair](#)

[Lawyer Services](#)

[Survey Services](#)

[Surveyors](#)

### **Permissive Services**

*The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico Providers are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.*

[Administrative Reports](#)

[Archeologists](#)

[Certified Public Accountants](#)

[Corporate and Personal Background Checks](#)

[General Accounting](#)

[Graphic Design](#)

[Graphic Design - Logo Design](#)

[IT – Enterprise Application](#)

[IT – IV & V](#)

[IT Network and Database Management](#)

[IT – Project Management](#)

IT Security Services

IT Support

IT – Web Design

IT – Web Programmer

Marketing

Private Investigation Services

Public Relations

Social Media Marketing

Training Services



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**

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b></p> <p>As required by written contract signed by both parties prior to loss</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**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.











# URGENT Packet\_Street Outreach

Final Audit Report

2025-05-23

Created:	2025-05-23
By:	JoAnn Lovato (jdlovato@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd3NZ_Ic2DItCnB84eRJ4T7ze0oH10R4c

## "URGENT Packet\_Street Outreach" History

-  Document created by JoAnn Lovato (jdlovato@santafenm.gov)  
2025-05-23 - 8:00:02 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  
2025-05-23 - 8:03:56 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2025-05-23 - 8:28:27 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2025-05-23 - 10:01:41 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  
2025-05-23 - 10:01:45 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2025-05-23 - 10:38:31 PM GMT- IP address: 73.228.7.52
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)  
Signature Date: 2025-05-23 - 10:38:52 PM GMT - Time Source: server- IP address: 73.228.7.52
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2025-05-23 - 10:38:56 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2025-05-23 - 10:41:43 PM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
Signature Date: 2025-05-23 - 10:49:53 PM GMT - Time Source: server- IP address: 63.232.20.2

✔ Agreement completed.

2025-05-23 - 10:49:53 PM GMT



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**Adobe**  
**Acrobat Sign**

**Signature:** 

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











# 25-0216 Urban Alchemy

Final Audit Report

2025-06-04

Created:	2025-06-04
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAHAHic7ZbeEkcZE9JMKPG9CZpsncH4iHD7z

## "25-0216 Urban Alchemy" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2025-06-04 - 9:18:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to XAVIER VIGIL (xivigil@santafenm.gov) for signature  
2025-06-04 - 9:21:02 PM GMT
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)  
Signature Date: 2025-06-04 - 9:21:19 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2025-06-04 - 9:21:23 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2025-06-04 - 9:28:50 PM GMT- IP address: 104.28.111.171
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2025-06-04 - 9:29:02 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature  
2025-06-04 - 9:29:10 PM GMT
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)  
2025-06-04 - 10:36:26 PM GMT- IP address: 174.218.21.199
-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)  
Signature Date: 2025-06-04 - 10:36:41 PM GMT - Time Source: server- IP address: 174.218.21.199
-  Agreement completed.  
2025-06-04 - 10:36:41 PM GMT



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## The Purchasing Memo


**Date:** May 20, 2026

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

**From:** Sandra Emory, Community Services Director *Sandra Emory*

**Via:** Lia Azul Salaverry, Youth and Family Services Director *Lia Salaverry*

Kristen Woods, Youth and Family Services Program Manager

  
KRISTEN WOODS (May 21, 2026 09:57:23 MDT)

Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

**Subject:** Contract Amendment No 2. UPTOGETHER Cash assistance

**Vendor Name:** FII National dba UPTOGETHER

**Munis Vendor Number:** 8875

---

### ITEM AND ISSUE:

Requests your Approval of Amendment No. 2 to 24-0368 with FII National dba UPTOGETHER to Increase the Amount by \$750,000 for a Total Compensation of \$3,250,000 and Increase the Term to end June 30, 2027 for Homelessness Prevention Cash Assistance. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

### CONTRACT NUMBER:

The Munis contract number is 3204103

### BACKGROUND AND SUMMARY:

In 2020, the City responded to the COVID-19 Eviction crisis with one-time CARES Act funding. These funds were open from November 16- December 28, received 312 applications and was expended in less than 30 days. In 2023, to address persistent housing instability in the City, YFS budgeted \$1,000,000 for Eviction Prevention with Up Together. All of these funds were not expended. Currently, the crisis of housing instability is higher than ever. These funds are needed urgently to prevent displacement and keep people from becoming unsheltered. With Eviction Prevention funds available and call for support from community partners on the rise, we are requesting an amendment to provide cash assistance to residents and prevent displacement.

### FUNDING SOURCE:

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

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

Munis Object Name/Number: Grants and Services/ 510400

Budget Officer / Designee: Andy Hopkins Date: 05/26/2026

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

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 06/18/2026

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

AP  
AP (May 26, 2026 08:30:13 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  
PROFESSIONAL SERVICES AGREEMENT  
ITEM# 23-0501**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 4, 2023 (the "Contract"), between the City of Santa Fe (the "City") and FII-National dba UpTogether. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide Eviction Prevention Funds in direct cash assistance.

B. Pursuant to Article 7 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. SCOPE OF WORK**

Exhibit A is hereby deleted in it's entirety and replaced with the following:

**A. PROGRAM SCOPE AND CRITERIA**

The funds will be distributed as direct financial assistance to eligible individuals in the form of payments (through a virtual wallet that allows members to get their money via ACH transfers, UpTogether digital/physical cards, cash, check Venmo, PayPal, ApplePay or SamsungPay) of \$3,000 for each participant, over 3 months. Only one award per household will be awarded. Individuals will be deemed eligible if they meet the following criteria:

## **Eviction Prevention Fund**

UpTogether shall provide direct, unrestricted cash assistance to eligible individuals who reside within the City of Santa Fe through an Eviction Prevention Fund as outlined below. UpTogether will distribute the cash assistance through the UpTogether Community, a technology platform that transfers unrestricted cash investments directly to individuals through bank account transfer or UpTogether digital/physical card.

The funds will be distributed as direct financial assistance to eligible individuals in the form of financial assistance payments (through a virtual wallet that allows members to get their money via ACH transfers, UpTogether digital/physical cards, cash, check Venmo, PayPal, ApplePay or SamsungPay) of \$3,000 for each participant, over 3 months. Only one award per household will be awarded.

Individuals will be eligible if they meet the following criteria:

- i. Live in the City of Santa Fe
  - a. Eligible zip codes may include: 87501, 87505, 87506, 87507, 87508.
  - b. Use [this map](https://santafenm.gov/document_center/document/166) to confirm an address is in City limits:  
[https://santafenm.gov/document\\_center/document/166](https://santafenm.gov/document_center/document/166)
- ii. Are experiencing one or more of the following criteria:
  - a. Are in any stage of the process of eviction;
  - b. Have experienced an increase in rent at any period since July 1, 2025;
  - c. Have no written lease;
  - d. Have a lease with less than 6 months remaining;

- e. Have a hardship paying rent for any period since July 1, 2025;
  - f. Received a written or verbal demand of payment of rent, fines, fees, or other penalties from their landlord or property manager at any time since July 1, 2025; and/or
  - g. Received written or verbal notice of intent to evict by landlord or property manager at any time since July 1, 2025.
- iii. Meet the State’s definition of indigent: An applicant is presumed indigent if they earn a household income at or below 80% AMI for the Santa Fe MSA as indicated in the table below (provide updated AMI table)
  - iv. Be at least 18 years old
  - v. Only one person per household is eligible

Household size	1	2	3	4	5	6	7	8 or more
Maximum Annual Household Income	\$55,750	\$63,700	\$71,650	<b>\$79,600</b>	\$86,000	\$92,350	\$98,750	\$105,100

UpTogether will verify applicants residency, income, and identity and applicants will self attest to their eviction status and ensure they are the only person from their household applying.

Cash transfers will be made through the UpTogether Community in accordance with its policies and procedures, including UpTogether's Terms of Use Agreement on [uptogether.org](http://uptogether.org).

Once an applicant's eligibility is verified and a virtual wallet is created, UpTogether will issue cash transfers to the individual.

Individuals will have 60-days to successfully create their virtual wallet after being approved.

Should the applicant fail to create their virtual wallet or resolve any other payment issues within 60-days of their verification form being approved, they will forfeit their payment. The payment will be returned to the Eviction Prevention Fund for distribution to another eligible individual.

UpTogether will repeat this process up to three times to distribute all funds. Unfulfilled/forfeited cash transfers after the term of this Agreement shall be returned to the City.

Within 90 days of disbursement of all the direct cash transfers and no later than June 30, 2027,

UpTogether will provide a financial report showing all payments including ID number, date of the payment, status of the payment, payment method and payment amount.

## **2. COMPENSATION**

Article 3 of the Contract is amended to increase the compensation of the contract by \$750,000 so that

Article 3 reads as follows:

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$3,250,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible or notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid or services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

The \$750,000 increase in compensation shall be paid by the City to the Contractor for services satisfactorily performed according to the following table:

**Eviction Prevention Fund**

<b>Payment Amount</b>	<b>Purpose</b>	<b>Deliverable to be attached to payment</b>	<b>Due Date</b>
\$450,000	UpTogether will create the application for the Eviction Prevention Fund on UpTogether’s Community platform. Performance of the services described, includes the set-up and launch of the fund and presenting/ training partners on the income and eligibility requirements.	Creation of the Eviction Prevention Fund on UpTogether’s Community platform. UpTogether will provide screenshots of the application form.	Within one week of submission of an invoice and after execution of the agreement and issuance of the purchase order.
\$231,000	UpTogether will verify eligibility and approve applicants to receive cash assistance. Performance of the services described, includes disbursement of cash transfers and reporting.	Cash assistance payments will be issued to 225 eligible households within the City of Santa Fe. Payment will total \$3,000 per household within a 3 month period	No more than three weeks once the application is live upon submission of invoice.
\$69,000	For performing the services described in Exhibit A. Scope of Work including the set up and launch of the fund and disbursement of cash transfers and reporting.	Financial report showing all payments including ID number, date of the payment, status of the payment, payment method and payment amount. A report with the following information provided in aggregate for all individuals who received assistance through the funds:	No later than 90 days after the last payment is disbursed to Members through the Eviction Prevention Fund.

**3. TERM**

The original Contract became effective on July 3<sup>rd</sup>, 2023. This Amendment shall not become effective unless and until approved in writing by all authorized parties. The Contract, as amended, shall terminate on June 30th 2027.

**4. APPROPRIATIONS**

Article 16 of the Contract is hereby deleted in its entirety and replaced with the following:

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

**5. EXHIBIT B**

Exhibit B of the Contract is hereby deleted in its entirety.

**6. 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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
FII-National dba UpTogether

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

  
\_\_\_\_\_  
Jesus Gerena (May 14, 2026 10:16:10 EDT)  
JESUS GERENA, CEO

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

DATE: **May 14, 2026**

CRS# \_\_\_\_\_

ATTEST:

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

CITY ATTORNEY'S OFFICE:

  
\_\_\_\_\_  
Ruby Crews (May 19, 2026 14:50:15 MDT)  
RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
\_\_\_\_\_  
ANDREA PHILLIPS (Jun 18, 2026 17:34:32 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



# City of Santa Fe, New Mexico



## SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form **must** be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

**Complete this form in its entirety!**

Date:  Prepared By:

Email:  Phone #:

**Description of Goods/Service to be Procured (short title):**

Vendor Name:

Address:

City:  State:  Zip Code:

Justification (choose from the drop down): Unique Expertise

Type of good/service (choose from the drop down): Services

\*Estimated Cost:  Term of Contract:

\*Tax is subject to change. **Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.**

Quantity of the service:   
example: 12 MONTHS, 15 LICENSES, ETC.

Conversion: To Contract Org / Object:

**Place checkmarks to affirm you agree and have included these documents:**

- The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.



# City of Santa Fe, New Mexico



Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

- There is only one source for the required service, construction, or item of tangible personal property.
- The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.
- Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. Explain the purpose/need of purchase. Ensure to include a thorough **scope of work** for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).  
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The scope of work for this procurement:

Provide assistance to eligible Santa Fe City and County residents affected by the COVID-19 and the financial hardships that ensue post-pandemic through three funds: 1) Economic Relief, 2) Eviction Prevention, and 3) Short Term Guaranteed Income. Further explanation can be found in Attachment A.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

UpTogether is a nonprofit organization that stands out for its innovative approach to poverty alleviation. Here are some reasons why it's important and unique:

Empowerment Through Direct Cash Transfers: UpTogether provides direct cash transfers to individuals and families experiencing poverty. Unlike traditional charitable models that may focus on providing specific goods or services, UpTogether believes in empowering people by giving them agency over their own financial resources. This approach respects individuals' autonomy and dignity while addressing their immediate needs.

Community-Centric Approach: UpTogether recognizes the importance of community support in overcoming poverty. It facilitates the formation of support networks among participants, fostering a sense of belonging and solidarity. By connecting people with similar experiences, UpTogether creates opportunities for mutual assistance and collective problem-solving.

Long-Term Investment in Human Potential: Instead of offering short-term assistance, UpTogether invests in the long-term well-being and potential of individuals and families. By providing ongoing support and resources, it helps people build financial stability, pursue education and career goals, and



# City of Santa Fe, New Mexico



achieve upward mobility. This approach acknowledges that escaping poverty requires sustained effort and investment in human capital.

Data-Driven Impact Assessment: UpTogether employs data analytics to track the impact of its programs and interventions. By collecting and analyzing data on participants' progress, it continuously evaluates the effectiveness of its strategies and identifies areas for improvement. This commitment to evidence-based practices ensures that UpTogether's resources are allocated efficiently and that its programs have a meaningful impact on poverty reduction.

Scalability and Replicability: UpTogether's model is designed to be scalable and replicable in different contexts and communities. By leveraging technology and partnerships, it can reach a wide range of individuals and tailor its programs to local needs and priorities. This scalability allows UpTogether to maximize its impact and extend its reach to more people in need.

Overall, UpTogether's combination of direct cash transfers, community engagement, long-term investment, data-driven approach, and scalability makes it an important and unique player in the fight against poverty. It embodies a holistic and empowering approach to poverty alleviation that recognizes the inherent dignity and potential of every individual.

- 3. Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

FII-National dba UpTogether (previously Family Independence Initiative) is a national nonprofit that highlights, accelerates and invests in the initiative of people in financially underresourced communities, taking to improve their lives and move up, together. Through its signature online platform, the UpTogether Community, individuals and families can build resources, strengthen their social networks, and access unrestricted capital. The UpTogether Community is designed to transfer unrestricted cash investments directly to members through bank accounts or pre-paid cards. The UpTogether Community platform is the only one of its kind.

- 4. Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

The unique system utilized by UpTogether is exclusive to the organization, with no other vendors having access to its proprietary cloud-based solution, processes, and methodologies.



# City of Santa Fe, New Mexico



**Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

\_\_\_\_\_  
Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Apr 19, 2024

Department Approval by:

\_\_\_\_\_  
Maria Sanchez-Tucker, Community Services Department Director

Date: Apr 19, 2024

**Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. *This Sole Source determination will be valid for the term stated on the first page of this document.***

\_\_\_\_\_  
Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: May 20, 2024

Procurement Number:  
#40-M0087-24-CP114

← Back to All Requests

# Eviction Prevention Cash Assistance - UP Together

2026-747-Request

Status: Amount: Last Action:  
Review \$1,000,000.00 Approved

Actions

Step 4 of 5

Waiting For

Procurement Analyst Posting **KM** Kristy Miera Procurement Analyst Senior

On Hold

Reject

Approve

Jump To: SOLE SOURCE REQUEST AND DETERMINATION Purchase Details 1 Vendor Selection Sole Source Assessment Attachments

## SOLE SOURCE REQUEST AND DETERMINATION [Edit](#)

Name of Request	Created On
Eviction Prevention Cash Assistance - UP Together	05/01/2026
Summary of Request	
We are requesting a Sole Source Determination and ultimately a contract with Up Together.	
No Background or Category Codes	
Requestor	Approval Group
<b>KW</b> Kristen Woods	Youth & Family
Creator	
<b>JG</b> Justin Gonzales	
Desired Delivery Date	
06/30/2026	
Fiscal Year	
FY27	

## Purchase Details [Edit](#)

Total Budget Amount  
\$1,000,000.00

## Vendor Selection [Edit](#)

No vendor selected at this time.

+ Add Vendor by searching for a vendor or contract

## Sole Source Assessment [Edit](#)

Date of Submission:

04/09/2026

**Department Contact:**

Kristen Woods

**Email:**

krwoods@santafenm.gov

**Phone Number**

505-955-6913

**Quantity of the Goods or Service**

1 Contract

**Type of Good or Service**

Professional Services

**Justification**

Proprietary

**Explain the Purpose/Need of the Purchase**

Every year the City of Santa Fe shares Eviction Prevention Cash assistance to support the stabilization of renters with limited incomes. Up Together has a proprietary software platform specifically tailored to offer cash assistance around the pillars of community and has the current and active data to meet criteria for cash assistance programs. Cash and choice to offer a low-barrier way for participants to receive assistance.

**Conversion:**

To Contract

**Term of Contract (Sole Source)**

4 years

**Department Criteria:**

Provide direct, unrestricted cash assistance to eligible individuals who reside within the City of Santa Fe through an Eviction Prevention Fund as outlined below.

Transfers unrestricted cash investments directly to individuals through bank account transfer or digital/physical card.

The funds will be distributed as direct financial assistance to eligible individuals in the form of financial assistance payments of \$3,000 for each participant, over 3 months. Only one award per household will be awarded.

Individuals will be eligible if they meet the following criteria:

- Verify using approved documentation
  - o Meet the HUD 80% low income limits. An applicant is presumed indigent if they earn a household income at or below 80% the median family income for the Santa Fe MSA as indicated in the table below.
  - o Live in the City of Santa Fe
    - Eligible zip codes may include: 87501, 87505, 87506, 87507, 87508.
- Self attest to the following:
  - o Are at least 18 years of age
  - o Are experiencing one or more of the following criteria (multi-select)
    - Are in any stage of the process of eviction;
    - Have experienced an increase in rent since July 1, 2025 to present;
    - Have no written lease;
    - Have a hardship paying rent for any period since July 1, 2025 to present;
    - Received a written or verbal demand of payment of rent, fines, fees, or other penalties from their landlord or property manager at any time since July 1, 2025 to present; and/or
    - Received written or verbal notice of intent to evict by landlord or property manager at any time since July 1, 2025 to present.
  - o They are the only applicant from their household. A household is defined as all the people who reside together in a house, apartment or a single room when it is occupied as separate living quarters.

Verify applicants residency, income, and identity and applicants will self attest to their eviction status and ensure they are the only

person from their household applying.

Issue cash transfers to the individual.

**Vendor Name**

FII-National dba Up Together

**Vendor's Address**

2401 East Street STE 1149, Concord California, 94520

**Assessment of Vendor's Exclusive Qualifications:**

They have a proprietary software platform called Up Together Connect. This is a unique technology that only Up Together offers that is based on community, cash, and choice while offering a low-barrier way for participants to apply for direct cash assistance.

**Explanation of Unsuitable Alternatives**

Up Together has a software uniquely designed for cash-assistance and accepting applications, precisely what our programming is looking to accomplish. Other organizations do not offer this software as it is proprietary.

**Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126**


- The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.
- There is only one source for the required service, construction, or item of tangible personal property.
- Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.


**Place checkmarks to affirm you agree and have included these documents**

- The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- The requesting department has verified through Pavilion, internet searches, and other market research that these sources are not available from alternative vendors.
- Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.

**Attachments**  Edit

**Uploaded Documents**

 UpTogether Letter to City of Santa Fe - FY27 Eviction Prevention.pdf

 City of Santa Fe\_Sole Source Letter and Budget\_2026.5.pdf

**Workflow**



 Edit

<b>✓ Request Submitted</b> <span style="float: right;">^</span>
<b>Created By</b> <b>JG</b> Justin Gonzales
<b>On Behalf Of</b> <b>KW</b> Kristen Woods
Submitted by Kristy Miera on 5/21/26 at 1:25pm
Returned on 5/11/26 at 10:57am
Submitted by Justin Gonzales on 5/1/26 at 3:15pm
<b>✓ Director</b> <span style="float: right;">v</span> Approved
<b>✓ Procurement Analyst Review 1</b> <span style="float: right;">v</span> Approved
<b>✓ CPO Review</b> <span style="float: right;">v</span> Approved
<b>4 Procurement Analyst Posting</b> <span style="float: right;">v</span> Waiting for Approval
<b>5 CPO 30 day Review</b> <span style="float: right;">v</span> Not Started



March 27, 2026

To Whom It May Concern:

Founded in 2001, UpTogether is a systems change organization working to disrupt the status quo approach to ending poverty. We aim to change policies, systems, and underlying beliefs so that all people in the United States are seen and invested in for their strengths and can build power, reinforce their autonomy, and drive their own economic and social mobility. We do this by investing in people in historically undervalued communities and amplifying their true lived experiences, working together to influence policies and mobilize for systems change.

UpTogether has been partnering with the City of Santa Fe since 2020 to directly invest unrestricted cash in Santa Feans living with limited incomes. Most recently, we completed a partnership with the City to distribute more than \$3.3 million in American Rescue Plan Act and general fund dollars to almost 1,400 households impacted by COVID-19. Part of this effort included the most recent Santa Fe Eviction Prevention fund, which provided one-time payments to 317 households who were experiencing housing instability. It also included the first Santa Fe Learn, Earn, Achieve Program (LEAP), which invested in 85 student parents with a goal of supporting completion of their degree or certification.

In 2025, we launched a second Santa Fe LEAP, this time investing in 100 student parents with \$1,000/month over 9 months. This fund started last August and will end this June, at which time we will have distributed a total of over \$1.3 million through both LEAP funds.

We distribute direct cash payments through our proprietary software platform, UpTogether Connect. This unique technology, based on our organizational pillars of community, cash, and choice, offers a low-barrier way for participants to apply for the direct cash investments. We use self-attestation to eligibility questions whenever possible, and never require unnecessary private information. We believe we are well-situated to implement the upcoming Santa Fe Eviction Prevention Fund.

Thank you,

Jesús Gerena  
CEO, FII-National dba UpTogether  
663 13th Street, Suite 200  
Oakland, CA 94612  
jesus@uptogether.org

May 7, 2026

To: Kristen Woods, Program Manager, Youth and Family Services Division, Community Services Department  
 Description: Addendum to letter from UpTogether sent on March 27, 2026  
 Purpose: Quote for FY27 Santa Fe Eviction Prevention Fund

This addendum is to provide a quote for UpTogether's services as outlined in the letter sent on March 27, 2026.

Based on our current understanding of the level of support required to complete the Scope of Work, the below fee range is requested.

Total estimated project cost: \$1,000,000



**FII-National DBA UpTogether**  
 Santa Fe FY27 Eviction Prevention Fund

EXPENSES	Total Budget	Notes
- Direct cash Payments	\$909,000	The exact total of Direct cash payments and participants in the UpTogether Fund will depend on the agreed upon UpTogether Fund design.
- Direct UpTogether Fund Implementation Cost	\$90,900	Implementation Costs include the expenses related to Wages and Benefits, Consultants, payment processor merchant fees, and UpTogether Connect functionality and security services, directly involved in the implementation of the project.
<b>Total Project Cost</b>	<b>\$1,000,000</b>	

Thank you for your consideration.



Jesús Gerena  
 CEO/ President  
 UpTogether  
 jesús@uptogether.org



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2025

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

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

<b>PRODUCER</b>  Integral Insurance Solutions 555 1st St Ste 302 Benicia CA 94510	<b>CONTACT NAME:</b> Philip Thomas <b>PHONE (A/C. No. Ext):</b> 707-400-0636 <b>E-MAIL ADDRESS:</b> mail@integralins.net	<b>FAX (A/C. No):</b> 707-742-2888
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  FII-National Corp aka: FII National 2041 East St, Ste 1149 Concord CA 94520	<b>INSURER A:</b> CFC Underwriting Limited (Lloyd's)	
	<b>INSURER B:</b> Hartford Casualty Insurance Company	
	<b>INSURER C:</b> Travelers Casualty and Surety Co of America	
	<b>INSURER D:</b> At-Bay Specialty Insurance Company	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			PSO0040487646	09/02/2025	09/02/2026	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b>			PSO0040487646	09/02/2025	09/02/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b>						EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			72WECAV3F70	12/14/2024	12/14/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions	Y		PSO0040487646	09/02/2025	09/02/2026	OCCURRENCE / AGGREGATE \$1,000,000 / \$3,000,000
C	Directors & Officers			107694199	09/02/2025	09/02/2026	OCCURRENCE / AGGREGATE \$2,000,000 / \$2,000,000
D	Cyber Liability			AB-6605020-06	09/02/2025	09/02/2026	OCCURRENCE / AGGREGATE \$1,000,000 / \$1,000,000
C	Crime Insurance	Y		107694199	09/02/2025	09/02/2026	OCCURRENCE / AGGREGATE \$5,000,000 / \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

City of Santa Fe are additional insured per blanket endorsement

Policies shall not be changed or canceled until thirty (30) days written notice has been given to the certificate holder

\*\*Additional Insured blanket verbiage on attached under "Conditions" at Section 2

\*\*\*Waiver of Subrogation blanket verbiage on attached under "Conditions" at Section 22

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe  
 PO Box 909  
 Santa Fe, NM 87504

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

AUTHORIZED REPRESENTATIVE

**CITY OF SANTA FE AMENDMENT No. 1 TO  
RECOVERY FUNDS SUBRECIPIENT  
CONTRACT BETWEEN CITY OF SANTA FE AND FII—NATIONAL dba  
UPTOGETHER  
FOR ECONOMIC RELIEF TO THE RESIDENTS OF SANTA FE COUNTY AND THE  
CITY OF SANTA FE IN THE FORM OF DIRECT CASH ASSISTANCE  
Item #23-0501**

This AMENDMENT No.1 (the "Amendment") amends the CITY OF SANTA FE RECOVERY FUNDS SUBRECIPIENT CONTRACT, dated August 4, 2023, (the "Agreement"), between the City of Santa Fe (the "City") and FII- NATIONAL dba UPTOGETHER (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. The Contractor has agreed to provide assistance to eligible Santa Fe County and City of Santa Fe residents impacted by the economic hardships of the COVID pandemic through two funds: 1) One-Time Economic Relief and 2) Short-term Economic Payments, as outlined in Exhibit A of the Agreement.

B. Pursuant to Article 7 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

a. The last paragraph on page 17 of Exhibit A, "Scope of Work", is replaced with the following:

Additionally, only one award per household - defined as all the people who comprise one household, which can be a house, an apartment or a single room when it is occupied as separate living quarters - will be allowed. This will be verified by: 1) individuals will self-attest that only one individual in their household is submitting an application, and 2) UpTogether will only approve one award per unique street address, excepting those who list a transitional housing address or shelter address as their residence at time of application, who shall be verified through their submitted name, self-attestation that they are the only one in their household applying, and verification by UpTogether that their address is a shelter.

b. Page 22, Bullet 7 of Exhibit A of the Contract is replaced in its entirety, to allow individuals who are residents in transitional housing or shelters to qualify for assistance, as follows :

Additionally, only one award per household – shall be allowed. "Household" is defined as all the people sharing a house, an apartment, or a single room when it is occupied as separate living quarters. UpTogether shall verify that it does not grant more than one

(1) award per Household by: 1) requiring applicants to self-attest that no other individuals in their Households have submitted an application for an award, and 2) UpTogether shall only approve one award per unique street address, except in cases where the applicant lists a transitional housing address or shelter address (“Transitional/Shelter Address”) as their residence at time of application. If an applicant lists a Transitional/Shelter Address that is not unique as their residence at the time of application, UpTogether shall verify that the applicant is residing at a Shelter Address and has not already applied for funding by cross-checking the applicant's name as written on the application with the names of other applicants who have received awards, requiring the applicant to self-attest that they are the only one in the Household applying for an award, and that no one else in the Household has applied for an award. UpTogether shall also verify that the address listed on the application is a Transitional/Shelter Address.

## 2. COMPENSATION

- a. Article 3 Compensation Schedule of the Contract is amended in its entirety with the following Compensation Schedule to tie deliverables to each subcategory of funding allowing for the release of additional funds related to that subcategory:

Compensation Schedule. Contractor will be paid according to the following schedule:

### One-Time Economic Relief Fund

Payment Amount	Purpose	Deliverable attached to Payment	Due Date
\$313,750.00	Distribute one-time payments of \$1,250 to 251 households through the One-Time Economic Relief Fund	Creation of the One-Time Economic Relief Fund on the UpTogether Community platform. UpTogether will	Four weeks within full execution of the Agreement

		provide screenshots of the verification forms.	
\$315,000.00	Distribute one-time payments of \$1,250 to 252 households	Financial report showing: Payments of \$1,250 to 251 households through the One-Time Economic Relief Fund, including member ID, date of the payment, status of the payment, payment method and payment amount	Upon distribution of one-time payments to 251 households
\$315,000.00	Distribute one-time payments of \$1,250 to 252 households	Financial report showing: Payments of \$1,250 to 252 households through the One-Time Economic Relief Fund, including member ID, date of the payment, status of the payment, payment method and payment amount	Upon distribution of one-time payments to 252 households
\$56,250.00	For performing the services described in Exhibit A. Scope of Work for the One-Time Economic Relief Fund, including the set up and launch of the fund, training to nonprofit partners, disbursement of cash transfers, and reporting	Financial report for all 755 payments including member ID, date of the payment, status of the payment, payment method, and payment amount.  A report with the following information provided in aggregate for all individuals who received assistance through the One-Time Economic Relief Fund: residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.	No later than 90 days after the last payment is disbursed to Members through the One-Time Economic Relief Fund
<b>Total Amount for One-Time Economic Relief*</b>			<b>\$1,000,000.00</b>
*These million dollars (\$1,000,000.00) funded by Santa Fe County ARPA Fund dollars, County ARPA Project Ledger #COM2324003			

**Short-Term Economic Payments Fund, 9-Month Option**

Payment Amount	Purpose	Deliverable attached to Payment	Due Date
\$ 468,000.00	Enroll 104 households in the Short-	Creation 9-month Short-Term Economic Payments Fund on the UpTogether Community	Four weeks within full

	Term Economic Payments Fund 9-month option (\$4,500 distributed through 9 payments of \$500)	platform. UpTogether will provide screenshots of the verification forms.	execution of the Agreement
\$472,500.00	Enroll 105 households in the Short-Term Economic Payments Fund 9-month option (\$4,500 distributed through 9 payments of \$500)	At least the first monthly payment to 104 households in the 9 months option including member ID, date of the payment, status of the payment, payment method, and payment amount.	Upon enrollment of 104 households in the 9-month Short Term Economic Payments fund
\$59,394.00	For performing the services described in Exhibit A. Scope of Work for the One-Time Economic Relief Fund, including the set up and launch of the fund, training to nonprofit partners, disbursement of cash transfers, and reporting	Financial report for the Short-Term Economic Payments Fund, including member ID, date of the payment, status of the payment, payment method, and payment amount. A report with the following information provided in aggregate for all individuals who received assistance through the Short-Term Economic Payments Funds (9-month and 12-month): residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.	No later than 90 days after the last payment is disbursed to Members through the Short-Term Economic Payments Funds, both 12- and 9-month
<b>Total Amount for Short-Term Economic Relief-9-month option</b>			<b>\$ 999,894</b>

**Short-Term Economic Payments Fund, 12-Month Option**

<b>Payment Amount</b>	<b>Purpose</b>	<b>Deliverable attached to Payment</b>	<b>Due Date</b>
\$ 470,400.00	Enroll 98 households in the Short-Term Economic Payments Fund 12-month option (\$4,800 distributed through 12 payments of 400)	Creation of the 12-month Short-Term Economic Payments Fund on the UpTogether Community platform. UpTogether will provide screenshots of the verification forms.	Four weeks within full execution of the Agreement

<b>\$29,706.00</b>	For performing the services described in Exhibit A. Scope of Work for the One-Time Economic Relief Fund, including the set up and launch of the fund, training to nonprofit partners, disbursement of cash transfers, and reporting	Financial report for the Short-Term Economic Payments Fund, including member ID, date of the payment, status of the payment, payment method, and payment amount. A report with the following information provided in aggregate for all individuals who received assistance through the Short-Term Economic Payments Funds (9-month and 12-month): residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.	No later than 90 days after the last payment is disbursed to Members through the Short-Term Economic Payments Funds, both 12- and 9-month
<b>Total Amount for Short-Term Economic Relief-12-month option</b>			<b>\$500,106</b>
Any funds remaining unassigned by August 31, 2024, in the 12-month Short-Term Economic Payments Fund will be reassigned to the 9-month Short-Term Economic Payments Fund. This will occur in blocks of \$4,500.00 (9 months, \$500 per month). Additional funds that remain unassigned will be reverted back to the City by November 30, 2024.			

b. Article 3, Paragraph F of the Agreement is replaced in it's entirety with the following :

The contractor may use SLFRF funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on June 30, 2026, if the award funds for the obligations incurred by June 30, 2026 are expended by December 31, 2026. Costs for projects incurred by the subrecipient prior to March 3, 2021 are not eligible, as provided for in Treasury's final rule. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

3. TERM:

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

This Contract shall be effective when signed by the City and shall terminate on June 30, 2026. In no event will the term exceed the duration allowed by statute, NMSA 1978, 13-1-150.


**C. AGREEMENT IN FULL FORCE.**

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

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

CITY OF SANTA FE:

CONTRACTOR:  
PIL-NATIONAL dba UPTOGETHER

  
Alan Webber (Jun 20, 2024 21:06 CDT)  
ALAN M. WEBBER, MAYOR


  
JESUS GERENA, CEO

DATE: Jun 20, 2024

DATE: March 11, 2024

CRS#03-342595-00-7  
Registration # 233939  
Federal UEI # 873148568

ATTEST:

  
GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 05/29/24 XIV

CITY ATTORNEY'S OFFICE:

  
ASSISTANT CITY ATTORNEY

Mar 13, 2024

APPROVED FOR FINANCES:

*Emily R. Oster*

EMILY OSTER, FINANCE DIRECTOR

COM222400B (\$1,500,000.00)

City ARPA Project Ledger #

*AJH*

COM2324003 (\$1,000,000.00)

County ARPA Project Ledger #

**RECOVERY FUNDS SUBRECIPIENT  
CONTRACT BETWEEN CITY OF SANTA FE AND FII – NATIONAL dba  
UPTOGETHER  
FOR ECONOMIC RELIEF TO THE RESIDENTS OF SANTA FE COUNTY AND THE  
CITY OF SANTA FE IN THE FORM OF DIRECT CASH ASSISTANCE**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and **FII- NATIONAL dba UPTOGETHER** herein after referred to as the “Contractor” or “Up Together”

**RECITALS**

**WHEREAS**, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure;

**WHEREAS**, this Contract falls within the first statutory category;

**WHEREAS**, recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable;

**WHEREAS**, the Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate;

**WHEREAS**, Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient; and

**WHEREAS**, FII- NATIONAL dba UPTOGETHER understands that this contract represents a subaward of SLFRF funds, agrees to maintain records to satisfy all compliance requirements for use of SLFRF, and agrees to all reporting requirements for expenditures of SLFRF funds, specifically the performance measures listed under Section 2.B.

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

**1. Definitions**

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "Subrecipient" means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. 2 C.F.R. § 200.1
- D. "You" and "your" refers to **FII- NATIONAL dba UPTOGETHER**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

**2. Scope of Work**

- A. The Contractor shall provide assistance to eligible Santa Fe County and City of Santa residents impacted by the economic hardships of the COVID pandemic through two funds: 1) One-Time Economic Relief and 2) Short-term Economic Payments, as outlined in Exhibit A.
- B. Number of households served, period expenditures, period obligation, project status.

**3. Compensation**

Compensation Schedule. Contractor will be paid according to the following schedule:

Payment Amount	Purpose	Deliverable Attached to Payment	Due Date
\$1,252,150	Distribute one-time payments of \$1,250 to 251 households through the	Creation of the One-Time Economic Relief Fund and Short-Term Economic	Four weeks within full execution of the

	One-Time Economic Relief Fund and to enroll 202 households in the Short-Term Economic Payments Fund (104 in the 9 months option and 98 in the 12 months option)	Payments Fund on the UpTogether Community platform. UpTogether will provide screenshots of the verification forms.	Agreement
\$787,500	Distribute one-time payments of \$1,250 to 252 households and enroll 105 households in the Short-Term Economic Payments Fund (105 in the 9 months option)	Financial report showing: 1) Payments of \$1,250 to 251 households through the One-Time Economic Relief Fund, including member ID, date of the payment, status of the payment, payment method, and payment amount; and 2) At least the first monthly payment to 202 households through the Short-Term Economic Payments Fund (104 in the 9 months option and 98 in the 12 months option), including member ID, date of the payment, status of the payment, payment method, and payment amount.	Upon distribution of one-time payments of \$1,250 to 251 households & enrollment of 202 households in the Short-Term Economic Payments Fund
\$315,000	Distribute one-time payments of \$1,250 to 252 households.	Financial report showing: 1) Payments of \$1,250 to an additional 252 households through the One-Time Economic Relief Fund, including member ID, date of the payment, status of the payment, payment method, and payment amount; and 2) At least the first monthly payment to an additional 105 households through the Short-Term Economic Payments Fund (9 months option), including member ID, date of the payment, status of the payment, payment method, and payment amount.	Upon distribution of one-time payments of \$1,250 to an additional 252 households & enrollment of an additional 105 households in the Short-Term Economic Payments Fund (9 months option)

<p>\$56,250</p>	<p>For performing the services described in Exhibit A. Scope of Work for the One-Time Economic Relief Fund, including the set up and launch of the fund, training to nonprofit partners, disbursement of cash transfers, and reporting</p>	<p>Financial report for all 755 payments including member ID, date of the payment, status of the payment, payment method, and payment amount.</p> <p>A report with the following information provided in aggregate for all individuals who received assistance through the One-Time Economic Relief Fund: residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.</p>	<p>No later than 90 days after the last payment is disbursed to Members through the One-Time Economic Relief Fund</p>
<p>\$89,100</p>	<p>For performing the services described in Exhibit A. Scope of Work for the Short-Term Economic Payments Fund, including the set up and launch of the fund, training, disbursement, and reporting</p>	<p>Financial report for the Short-Term Economic Payments Fund, including member ID, date of the payment, status of the payment, payment method, and payment amount.</p> <p>A report with the following information provided in aggregate for all individuals who received assistance through the Short-Term Economic Payments Fund : residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.</p>	<p>No later than 90 days after the last payment is disbursed to Members through the Short-Term Economic Payments Fund (either option)</p>

A. **Payment.** The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of two million three hundred fifty four thousand six hundred fifty dollars (\$2,354,650) allocated to the One-Time Economic Relief Fund and Short-Term Economic Payments Funds and (\$145,350) for performing the services set forth in Exhibit A Scope of Work. 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 according to the schedule set forth in Section 3. above. i. 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. Retainage, Not Applicable – The Parties agree there is no retainage.

F. The contractor may use SLFRF funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, if the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the subrecipient prior to March 3, 2021 are not eligible, as provided for in Treasury's final rule. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

#### 4. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City and end on December 31, 2024. In no event will the term exceed the duration allowed by statute, NMSA 1978, § 13-1-150.

#### 5. Default and Force Majeure

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

provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## 6. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination including direct, unrestricted cash assistance already committed to eligible Santa Fe County and City of Santa Fe residents through Contractor's UpTogether platform; 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.*

## 7. Amendment

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

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

8. **Status of Contractor**

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

9. **Assignment**

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

10. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. The City approves in advance the use of website technical support subconsultants that may assist Fund applicants in using UpTogether's Community platform. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

11. **Non-Collusion**

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

12. **Inspection of Plant**

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

13. **Commercial Warranty**

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

14. **Condition of Proposed Items**

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

15. **Records and Audit**

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

16. **Appropriations**

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

17. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **Confidentiality**

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

19. **Conflict of Interest**

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

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

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

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

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

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

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

21. **Scope of Agreement; Merger**

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

22. **Notice**

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

23. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

24. **Indemnification**

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

25. **New Mexico Tort Claims Act**

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

26. **Applicable Law**

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

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

29. **Workers' Compensation**

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

30. **Inspection**

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

31. **Inspection of Services**

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

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

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

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

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

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

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

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

### 32. Insurance

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

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

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

### 33. Impracticality of Performance

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

34. **Invalid Term or Condition**

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

35. **Enforcement of Agreement**

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

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

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

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

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

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

37. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

**38. Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or

interrupt the work in whole or in part for such period as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

**40. Notification**

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

To the City:

*Julie Sanchez*, Community Health and Safety Department, [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov), PO Box 909, Santa Fe, NM 87501

To the Contractor:

Jesus Gerena, CEO, FII-National dba UpTogether, [jesus@uptogether.org](mailto:jesus@uptogether.org) and [compliance@uptogether.org](mailto:compliance@uptogether.org), 663 13<sup>th</sup> Street, Suite 200, Oakland, CA 94612-1275

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

To the Contractor:

Jesus Gerena, CEO, FII-National dba UpTogether, [jesus@uptogether.org](mailto:jesus@uptogether.org) and [compliance@uptogether.org](mailto:compliance@uptogether.org), 663 13<sup>th</sup> Street, Suite 200, Oakland, CA 94612-1275

**41. Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:  
FII-NATIONAL dba UPTOGETHER



ALAN M. WEBBER, MAYOR



Michelle Chao-Nguyen, Chief People Officer

DATE: Aug 4, 2023

DATE: 6/21/23

CRS#03-342595-00-7  
Registration # 233939  
Federal UEI # 873148568

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK X/V  
GB MTG 07/26/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jun 21, 2023 10:19 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Aug 3, 2023 22:58 MDT)

EMILY OSTER, FINANCE DIRECTOR

2400122.510400 AH  
Org.Name/Org.# AH

COM222400B (\$1,500,000.00)  
City ARPA Project Ledger #

COM2324003 (\$1,000,000.00)  
County ARPA Project Ledger #

## EXHIBIT A

### Scope of Work

#### 1) PROGRAM SCOPE AND CRITERIA

UpTogether shall provide direct, unrestricted cash assistance to eligible Santa Fe County and City of Santa Fe residents impacted by the economic hardships of the COVID pandemic through two funds: 1) One-Time Economic Relief, and 2) Short-term Economic Payments, as outlined below. UpTogether will distribute the cash through the UpTogether Community, a technology platform that transfers unrestricted cash investments directly to individuals through bank account transfer or UpTogether digital/physical card.

##### 1. **One-Time Economic Relief Fund**

The funds will be distributed as direct financial assistance to eligible residents in the form of one-time payments (through ACH transfers and/or UpTogether digital/physical cards) of \$1,250. The payments will be unrestricted. The City will identify local nonprofit organizations in the CONNECT network to identify potential recipients and verify and document their eligibility, including income and indigency. Information and backup documentation will be stored and accessed through the CONNECT network. Individuals will be eligible if they meet the following criteria:

- The recipient resides in Santa Fe County;
- Have experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses including one or more of the following:
  1. Meet at least one of the following conditions:
    - Experienced a reduction in hours between March 2020 and current;
    - Experienced unemployment at some point during the pandemic between March 2020 and current; and
    - Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current; and
    - Accrued additional expenses due to COVID-19 sickness (i.e. quarantining, hospitalization, etc.)
- Meet the State's definition of indigent
- Are at least 18 years old, as screened by the UpTogether platform based on date of birth
- The City will work with local nonprofit organization(s) that they identify to verify the above criteria through documentation provided by the potential recipient. Documentation allowed by the City will be sufficiently broad to reduce the burden on applicants and ensure inclusion. UpTogether will not verify this information.
- Individuals will self-attest that only one individual in their household is submitting an application.

Additionally, only one award per household - defined as all the people who comprise one household, which can be a house, an apartment or a single room when it is occupied as separate living quarters - will be allowed. This will be verified by: 1) individuals will self-attest that only one individual in their household is submitting an application, and 2) UpTogether will only approve one award per unique street address.

Individuals can be selected for both the Short-term Economic Payments Fund (either the 9 month or 12 month option) and the One-Time Economic Relief Fund.

The nonprofit organizations will utilize their existing relationships to identify a set number of individuals to receive assistance and verify and document their eligibility as outlined above. Individuals can also be connected to a nonprofit organization by calling 2-1-1 or visiting the public portal. Individuals will then receive an alphanumeric invitation code that identifies them as eligible and allows them to access the direct cash assistance through a verification form on UpTogether's Community platform.

**UpTogether's verification form will require individuals to provide their name; demographics (age, gender, race); household size; other learning questions as outlined below; mailing address; email address and/or phone number. They can submit the form via computer or smartphone. Individuals will also self attest on the form that they meet the above eligibility criteria and UpTogether will check the zip code provided in the verification form against the list of eligible zip codes from the City and County. UpTogether will also only approve one award per unique street address. The verification form will be available in English and Spanish.**

Cash transfers will be made through the UpTogether Community in accordance with its policies and procedures, including UpTogether's Terms of Use Agreement on [uptogether.org](http://uptogether.org). As soon as the individual/family creates their virtual wallet via the UpTogether Community, UpTogether executes transfer to individual/family's USIO virtual wallet, where individual/family can choose how to transfer and/or use funds. Available options include ACH transfers to individual/family's account, virtual or physical pre-paid debit card, or paper check. Individuals who elect to receive UpTogether Cards will be advised upon issuance that the card expires after three years any unused forfeited cash transfers will be sent to the Unclaimed Property Department of the state in which the UpTogether Fund Member last resided in accordance with that state's dormancy and unclaimed property laws.

Individual/family has 60-days to successfully create their virtual wallet after being approved.

UpTogether will notify the individual immediately and advise them of the steps they need to take to receive their payment. A minimum of three notifications and reminders will be sent to the email address and/or phone number the individual has provided. Should they fail to create the virtual wallet or resolve any other payment issues within 60-days of their verification form being approved, they will forfeit their payment. The payment will be returned to the One-Time Economic Relief Fund for distribution to another eligible individual. One of the identified Connect partners will identify a new eligible individual. UpTogether will repeat this process up to three times to distribute all funds. Unfulfilled/forfeited cash transfers after the term of this Agreement shall be returned to the City.

At any point, individuals can visit our UpTogether Knowledge Center for assistance (available in English and Spanish).

The City can redirect any request for assistance they receive to our support team. There are three options to contact our support team:

- Live chat is open Monday through Thursday from 8:00 AM to 5:00 PM MST and Fridays from 8:00 AM to 3:00 PM MST.
- Ticket submission available 24/7: Due to the high volume of support requests, it may take up to four (4) business days for our agents to respond to a written support request.
- Phone line is open Monday through Thursday from 8:00 AM to 5:00 PM MST and Fridays from 8:00 AM to 3:00 PM MST.
- Note: these are our current hours and are subject to change. Our live chat and phone line will be closed all major holidays and from the day after Christmas through New Year's Eve.

Once all households are selected, UpTogether will provide a narrative report that includes, in aggregate for all households who received cash assistance: residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.

#### Verification Form Questions

All individuals provide:

- Full name
- Date of birth
- Phone number or email address
- Residential address

Other questions will include:

1. By selecting yes to this question, user asserts and verifies that they experienced a COVID-19-related financial hardship (e.g., reduced hours/lost job, unpaid leave).
  - a. Question type: Single select dropdown
  - b. Answer choices:
    - i. yes
  - c. Required: yes
  
2. By selecting yes to this question, I attest that I am the only individual from my household applying for the One-Time Economic Relief Fund.
  - a. Question type: Single select dropdown
  - b. Answer choices:
    - i. Yes
  - c. Required: yes
  
3. Question Text: Do you certify and declare that you meet at least one of the following conditions (choose all that apply):
  - a. Question Type: Multi Select Dropdown
  - b. Answer choices:
    - Experienced a reduction in hours between March 2020 and current
    - Experienced unemployment at some point during the pandemic between March 2020 and current
    - Accrued additional expenses due to COVID-19 sickness (i.e., quarantining, hospitalization, etc.)
    - Did not qualify for sick leave benefits or unemployment insurance benefits
    - Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current
  - c. Required: yes
  
4. What is your racial background? Please select all that apply.
  - a. Question Type: Multiselect
  - b. Answer choices:
    - i. Asian
    - ii. Black or African American
    - iii. Hispanic or Latino/a/x

- iv. Indigenous peoples of the Americas
  - v. Middle Eastern or North African
  - vi. Native Hawaiian or Pacific Islander
  - vii. White or European
  - viii. Another race or ethnicity not listed above
  - ix. Prefer not to answer
- c. Required: yes; will not be used to confirm eligibility
5. What is your gender identity?
- a. Question Type: Single Select Dropdown
  - b. Answer Choices:
    - i. Female
    - ii. Gender non-conforming
    - iii. Genderqueer
    - iv. Male
    - v. Nonbinary
    - vi. Prefer to self identify
    - vii. Prefer not to answer
  - c. Required: yes; will not be used to confirm eligibility
6. How many people are in your household?
- a. Question Type: Integer, range requirement: 1-20
  - b. Required: yes; will not be used to confirm eligibility
7. Which of the following best describes your occupation?
- a. Question type: single select dropdown
  - b. Answer choices:
    - i. Business and Financial Operations
    - ii. Computer and Mathematical
    - iii. Office and Administrative Support
    - iv. Architecture and Engineering
    - v. Installation, maintenance, and repair
    - vi. Construction and extraction
    - vii. Healthcare practitioners
    - viii. Life, physical, and social science
    - ix. Farming, fishing, and forestry
    - x. Arts, design, entertainment, sports, and media
    - xi. Healthcare support
    - xii. Personal care and service
    - xiii. Production

- xiv. Food preparation and serving
- xv. Education, Training, and Library
- xvi. Protective Service
- xvii. Management
- xviii. Building and Grounds Cleaning
- xix. Sales
- xx. Legal
- xxi. Community and Social Services
- xxii. Transportation and Materials Moving
- xxiii. Technology
- xxiv. Other, Please describe \_\_\_\_\_
- xxv. Unemployed

c. Required: yes; will not be used to confirm eligibility

7. Question Text: How do you plan to use the funds from UpTogether?

a. Question Type: Multi-select

b. Answer Choices:

- 1. Rent
- 2. Utilities
- 3. Basic needs (household items, food, clothing, etc)
- 4. Childcare
- 5. Home improvements (such as repairs)
- 6. Education
- 7. Healthcare
- 8. Transportation
- 9. Technology
- 10. Leisure
- 11. Paying off debt
- 12. Savings
- 13. Investments for the future
- 14. Giving to others
- 15. Other bills not listed above
- 16. Other

c. Required: yes; will not be used to confirm eligibility

**2. Short-term Economic Payments Fund (9 or 12 months)**

UpTogether will distribute short-term economic payments of unrestricted cash to a total of 307 individuals/households through two options: 9 months of \$500 payments (total per individual: \$4,500) or 12 months of \$400 payments (total per individual: \$4,800).

#### 9 months

UpTogether will distribute \$500 of unrestricted cash monthly for nine months via ACH transfers and/or UpTogether virtual/physical cards (total per individual: \$4,500). The City will identify local nonprofit organizations in Connect to identify potential recipients and verify and document their eligibility.

Individuals will be eligible if they meet the following criteria:

- Live in Santa Fe County or City of Santa Fe at time of selection
- Have experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses
- Meet at least one of the criteria below:
  - Experienced a reduction in hours between March 2020 and current;
  - Experienced unemployment at some point during the pandemic between March 2020 and current;
  - Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current;
  - Did not qualify for sick leave benefits or unemployment insurance benefits; or
  - Accrued additional expenses due to COVID-19 sickness (i.e. quarantining, hospitalization, etc.)
- Meet the State's definition of indigent
- Are at least 18 years old, as screened by the UpTogether platform based on date of birth
- The City will work with local nonprofit organization(s) that they identify to verify the above criteria through documentation provided by the potential recipient. Documentation allowed by the City will be sufficiently broad to reduce the burden on applicants and ensure inclusion. UpTogether will not verify this information.
- Only one award per household - defined as all the people who occupy a single housing unit, which can be a house, an apartment or a single room when it is occupied as separate living quarters - will be allowed. This will be verified by: 1) individuals will self attest that only one individual in their household is submitting a verification form, and 2) UpTogether will only approve one award per unique street address.

The nonprofit organizations will utilize their existing relationships to identify a set number of individuals to receive assistance and verify and document their eligibility as outlined above. Individuals can also be connected to a nonprofit organization by calling 2-1-1 or visiting the public portal. Individuals will then receive an alphanumeric invitation code that identifies them as eligible and allows them to access the direct cash assistance through a verification form on UpTogether's Community platform.

UpTogether's verification form will require individuals to provide their name; demographics (age, gender, race); household size; other learning questions as outlined below; mailing address; email address and/or phone number. They can submit the form via computer or smartphone. Individuals will also self attest on the form that they meet the above eligibility criteria and UpTogether will check the zip code provided in the verification form against the list of eligible zip codes from the City and County. The verification form will be available in English and Spanish.

#### 12 months

UpTogether will distribute \$400 of unrestricted cash monthly for twelve months via ACH transfers and/or UpTogether virtual/physical cards (total per individual: \$4,800). Individuals will be eligible if they meet the following criteria:

- Provide documentation that they live in the City of Santa Fe at time of selection. Individuals can provide a government ID that matches their current address or two pieces of secondary identification that match their current address such as: medical insurance card, auto insurance card, lease agreement, mortgage documents, property tax bill, utility bill (within the last three months), auto registration paperwork, bank statement (within the last three months), paycheck stub with imprinted information (within the last three months), public assistance card, voters registration, medical bills, or other reasonable document that verifies address.
- Self attest that they have experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses
- Self attest that they are the primary caregiver of a child in the household under 18
- Self attest that they are enrolled at the Santa Fe Community College
- Self attest that they meet at least one of the criteria below:
  - Experienced a reduction in hours between March 2020 and current;
  - Experienced unemployment at some point during the pandemic between March 2020 and current;
  - Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current;
  - Did not qualify for sick leave benefits or unemployment insurance benefits; or
  - Accrued additional expenses due to COVID-19 sickness (i.e. quarantining, hospitalization, etc.)
- Are at least 18 years old at the time of application, as screened by the UpTogether platform based on date of birth
- Provide documentation that their household earns 65% of Area Median Income (AMI) or less, as indicated in the table below. Examples of acceptable documentation include: most recent federal income tax form, most recent paycheck stub from employer, federal student aid application or Pell grant letter (12 month student pilot only), public assistance letter (SNAP, Medicaid, TANF, WIC, etc.), letter from employer with gross monthly income, bank statement showing income deposits/transactions, unemployment benefit statements, social security benefit statements, 1099-R or other pension or retirement fund withdrawal statements.

Household size	65% Maximum Annual Household Income (based on 2023 Area Median Income for the Santa Fe MSA, as determined by HUD)
1	\$38,870
2	\$44,395
3	\$49,920
4	\$55,445
5	\$59,930
6	\$64,350
7	\$68,770

8 or more	\$73,190
-----------	----------

- Only one award per household - defined as all the people who occupy a single housing unit, which can be a house, an apartment or a single room when it is occupied as separate living quarters - will be allowed. This will be verified by: 1) individuals will self attest that only one individual in their household is submitting a verification form, and 2) UpTogether will only approve one award per unique street address.

UpTogether will open a verification form to the public for a period of time mutually agreed upon with the City for households to apply to receive funds. In the verification form, households will answer questions and upload address and income documentation to demonstrate eligibility. They can submit the form via computer or smartphone. The verification form will be available in English and Spanish.

Required information will include name of applicant; demographics (age, gender, race/ethnicity); household size; mailing address; email address and/or phone number; documentation of residency in City of Santa Fe; documentation of household income; and self-attestation that applicants meet the other criteria (experienced financial hardship due to COVID-19; are a primary caregiver of a child under 18; are enrolled at Santa Fe Community College; and are the only individual in their household applying).

The City and UpTogether will work with the Santa Fe Community College to promote the opportunity among individuals and families who meet the eligibility criteria and inform them of how to apply.

Some households will be immediately denied upon submission because their zip code is not eligible. Once the submission period closes, the remaining are the pool of eligible households that will enter the randomization process. The randomization will occur each time an UpTogether Support Agent reviews a verification form. When an UpTogether Support Agent requests a verification form to review, a random number generator will assign all forms in the eligible pool a number and the Agent then receives the form with the lowest number for review. The Agent reviews the verification form to confirm eligibility criteria. UpTogether Support Agents will follow this process until 98 individuals and families are selected. The remaining people will be notified by email or text message (based on the contact information they submitted when they applied) that they were not selected in the process.

To protect against fraud, the automated pre-checks in our application verification process look for matches across all verification forms for all funds for anyone (besides the exact member) with:

- An identical IP address
- An evidence document nearly identical

These are flagged for further review by our Support team.

Both Options (9 and 12 months)

Individuals can be selected for both the Short-term Economic Payments Fund and the One-Time Economic Relief Fund. However, individuals can only be selected for the 9 month or 12 month option under the Short-term Economic Payments Fund.

Once the form is submitted and the individual is approved, the first payment of \$400 or \$500 will be processed and the individual will be automatically enrolled to receive an additional eight or 11 payments. There will be no conditions for individuals to remain eligible for the payments.

Cash transfers will be made through the UpTogether Community in accordance with its policies and procedures. As soon as the individual/family creates their virtual wallet via the UpTogether Community, UpTogether executes transfer to individual/family's USIO virtual wallet, where individual/family can choose how to transfer and/or use funds. Available options include ACH transfers to individual/family's account, virtual or physical pre-paid debit card, or paper check. Individuals who elect to receive UpTogether Cards will be advised upon issuance that the card expires after three years any unused forfeited cash transfers will be sent to the Unclaimed Property Department of the state in which the UpTogether Fund Member last resided in accordance with that state's dormancy and unclaimed property laws.

Individual/family has 60-days to successfully create their virtual wallet after being approved. UpTogether will notify the individual immediately and advise them of the steps they need to take to receive their payment. A minimum of three notifications and reminders will be sent to the email address and/or phone number the individual has provided. Should they fail to create the virtual wallet or resolve any other payment issues within 60-days of their verification form being approved, they will forfeit their payment. After an individual/family forfeits two payments, their participation in the Fund will be terminated and they will no longer be eligible to receive recurring payments. Unfulfilled/forfeited cash transfers during the term of this Agreement will be restored to the Short-term Economic Payments Fund and UpTogether will work with the City of Santa Fe to redeploy those dollars to individuals eligible for the Short-term Economic Payment Fund. Depending on the amount of forfeited funds available for redeployment, newly selected individuals may receive fewer than nine payments of \$500 or twelve payments of \$400, such as potentially a one-time payment of \$500 or \$400. Unfulfilled/forfeited cash transfers after the term of this Agreement shall be returned to the City.

Once all households are selected, UpTogether will provide a narrative report that includes, in aggregate for all households who received cash assistance: residential zip code, age, race, gender identity, household size, occupation, and the proposed use of the funds.

#### Verification Form Questions – 9 Months

All individuals provide:

- Full name
- Date of birth
- Phone number or email address
- Residential address

Other questions will include:

1. By selecting yes to this question, user asserts and verifies that they experienced a COVID-19-related financial hardship (e.g., reduced hours/lost job, unpaid leave)
  - d. Question type: Single select dropdown
  - e. Answer choices:
    - i. yes
  - f. Required: yes
  
8. By selecting yes to this question, I attest that I am the only individual from my household applying for the Short-Term Economic Payments Fund: 9 months.
  - a. Question type: Single select dropdown
  - b. Answer choices:
    - i. Yes
  - c. Required: yes

9. Question Text: Do you certify and declare that you meet at least one of the following conditions (choose all that apply):
- Question Type: Multi Select Dropdown
  - Answer choices:
    - Experienced a reduction in hours between March 2020 and current
    - Experienced unemployment at some point during the pandemic between March 2020 and current
    - Accrued additional expenses due to COVID-19 sickness (i.e., quarantining, hospitalization, etc.)
    - Did not qualify for sick leave benefits or unemployment insurance benefits
    - Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current
  - Required: yes
10. What is your racial background? Please select all that apply.
- Question Type: Multiselect
  - Answer choices:
    - Asian
    - Black or African American
    - Hispanic or Latino/a/x
    - Indigenous peoples of the Americas
    - Middle Eastern or North African
    - Native Hawaiian or Pacific Islander
    - White or European
    - Another race or ethnicity not listed above
    - Prefer not to answer
  - Required: yes; will not be used to confirm eligibility
5. What is your gender identity?
- Question Type: Single Select Dropdown
  - Answer Choices:
    - Female
    - Gender non-conforming
    - Genderqueer
    - Male
    - Nonbinary
    - Prefer to self identify
    - Prefer not to answer
  - Required: yes;will not be used to confirm eligibility
6. How many people are in your household?
- Question Type: Integer, range requirement: 1-20
  - Required: yes; will not be used to confirm eligibility
11. Which of the following best describes your occupation?
- Question type: single select dropdown
  - Answer choices:
    - Business and Financial Operations
    - Computer and Mathematical
    - Office and Administrative Support
    - Architecture and Engineering

- v. Installation, maintenance, and repair
- vi. Construction and extraction
- vii. Healthcare practitioners
- viii. Life, physical, and social science
- ix. Farming, fishing, and forestry
- x. Arts, design, entertainment, sports, and media
- xi. Healthcare support
- xii. Personal care and service
- xiii. Production
- xiv. Food preparation and serving
- xv. Education, Training, and Library
- xvi. Protective Service
- xvii. Management
- xviii. Building and Grounds Cleaning
- xix. Sales
- xx. Legal
- xxi. Community and Social Services
- xxii. Transportation and Materials Moving
- xxiii. Technology
- xxiv. Other, Please describe \_\_\_\_\_
- xxv. Unemployed

b. Required: yes; will not be used to confirm eligibility

12. Question Text: How do you plan to use the funds from UpTogether?

a. Question Type: Multi-select

b. Answer Choices:

- i. Rent
- ii. Utilities
- iii. Basic needs (household items, food, clothing, etc)
- iv. Childcare
- v. Home improvements (such as repairs)
- vi. Education
- vii. Healthcare
- viii. Transportation
- ix. Technology
- x. Leisure
- xi. Paying off debt
- xii. Savings
- xiii. Investments for the future
- xiv. Giving to others
- xv. Other bills not listed above

Verification Form Questions – 12 Months:

All individuals provide:

- Full name
- Date of birth
- Phone number or email address
- Residential address
- Documentation of address to verify they live in the City of Santa Fe
- Documentation of income to verify their household earns an income at or below 65% of AMI

Other questions will include:

1. By selecting yes to this question, user asserts and verifies that they experienced a COVID-19-related financial hardship (e.g., reduced hours/lost job, unpaid leave)
  - a. Question type: Single select dropdown
  - b. Answer choices:
    - i. yes
  - c. Required: yes
  
2. By selecting yes to this question, I attest that I am the only individual from my household applying for the Short-Term Economic Payments Fund: 12 months.
  - a. Question type: Single select dropdown
  - b. Answer choices:
    - i. Yes
  - c. Required: yes
  
3. Question Text: Do you certify and declare that you meet at least one of the following conditions (choose all that apply):
  - a. Question Type: Multi Select Dropdown
  - b. Answer choices:
    - i. Experienced a reduction in hours between March 2020 and current
    - ii. Experienced unemployment at some point during the pandemic between March 2020 and current
    - iii. Accrued additional expenses due to COVID-19 sickness (i.e., quarantining, hospitalization, etc.)
    - iv. Did not qualify for sick leave benefits or unemployment insurance benefits
    - v. Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and current
  - c. Required: yes
  
4. Do you certify and declare that you are the primary caregiver of a child in the household under 18 and are enrolled at the Santa Fe Community College?
  - a. Question Type: Single select dropdown
  - b. Answer choices:
    - i. Yes
    - ii. Required: yes
  
5. What is your racial background? Please select all that apply.
  - a. Question Type: Multiselect
  - b. Answer choices:
    - i. Asian
    - ii. Black or African American
    - iii. Hispanic or Latino/a/x
    - iv. Indigenous peoples of the Americas
    - v. Middle Eastern or North African
    - vi. Native Hawaiian or Pacific Islander
    - vii. White or European
    - viii. Another race or ethnicity not listed above
    - ix. Prefer not to answer

- c. Required: yes; will not be used to confirm eligibility
6. What is your gender identity?
- a. Question Type: Single Select Dropdown
  - b. Answer Choices:
    - i. Female
    - ii. Gender non-conforming
    - iii. Genderqueer
    - iv. Male
    - v. Nonbinary
    - vi. Prefer to self identify
    - vii. Prefer not to answer
  - c. Required: yes; will not be used to confirm eligibility
7. How many people are in your household?
- a. Question Type: Integer, range requirement: 1-20
  - b. Required: yes; will not be used to confirm eligibility
8. Question Text: How do you plan to use the funds from UpTogether?
- a. Question Type: Multi-select
  - b. Answer Choices:
    - i. Rent
    - ii. Utilities
    - iii. Basic needs (household items, food, clothing, etc)
    - iv. Childcare
    - v. Home improvements (such as repairs)
    - vi. Education
    - vii. Healthcare
    - viii. Transportation
    - ix. Technology
    - x. Leisure
    - xi. Paying off debt
    - xii. Savings
    - xiii. Investments for the future
    - xiv. Giving to others
    - xv. Other bills not listed above

**EXHIBIT B**

**Budget**

	<b>One-Time Economic Relief to allow families to respond to the public health emergency, such as medical expenses, expenses of actions to facilitate compliance with COVID-19-related public health measures, such as social distancing.</b>	<b>Short-Term Economic Payments to allow families to stabilize during the public health emergency, such as medical expenses, expenses of actions to facilitate compliance with COVID-19-related public health measures, such as social distancing.</b>
Direct payments to families	\$943,750 (\$1,250.00 to 755 households)	\$940,500 (\$500 payments for 209 households for 9 months) \$470,400 (\$400 payments for 98 student households for 12 months)
6% cost paid to UpTogether for performing the services described in Exhibit A. Scope of Work including the set up and launch of the funds, training to nonprofit partners, disbursement of cash transfers, and reporting	\$56,250	\$89,100
<b>Total</b>	<b>\$1,000,000</b>	<b>\$1,500,000</b>











# GB-Uptgether\_Amend\_2\_Packet- (1)

Final Audit Report

2026-05-27

Created:	2026-05-26
By:	AP (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAFWJQYS2O8S_57FSrs15Q0D4TULryOYEh

## "GB-Uptgether\_Amend\_2\_Packet- (1)" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)  
2026-05-26 - 2:27:03 PM GMT- IP address: 50.228.218.220
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling  
2026-05-26 - 2:29:59 PM GMT
-  Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP  
2026-05-26 - 2:30:11 PM GMT- IP address: 50.228.218.220
-  Form filled by AP (aeperez@santafenm.gov)  
Form filling Date: 2026-05-26 - 2:30:13 PM GMT - Time Source: server- IP address: 50.228.218.220 - Signature Appearance Selected: TYPE
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature  
2026-05-26 - 2:30:18 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)  
2026-05-26 - 3:54:00 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)  
Signature Date: 2026-05-26 - 3:55:15 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  
2026-05-26 - 3:55:19 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2026-05-26 - 5:31:31 PM GMT- IP address: 153.66.19.55
-  Document declined by JoAnn Lovato (jdlovato@santafenm.gov)  
Decline reason: Attach approved Sole Source  
2026-05-27 - 8:56:18 PM GMT- IP address: 73.228.7.52





# Uptogether\_Amend\_2-Packet-\_(1)-combined (1)

Final Audit Report

2026-06-18

Created:	2026-06-17
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAIPWNCdUu94CohTy_brJMbRnW7gklrpOn
Documents:	Uptogether_Amend_2-Packet-_(1)-combined (1).pdf (59 pages)

## "Uptogether\_Amend\_2-Packet-\_(1)-combined (1)" History

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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  
2026-06-17 - 2:56:34 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2026-06-17 - 7:20:22 PM GMT- IP address: 63.232.20.2
-  Document declined by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
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2026-06-18 - 8:07:09 PM GMT- IP address: 63.232.20.2



The Purchasing Memo

Date: June 25, 2026

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

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

Via: Marcella Apodaca, Business Operations Manager *Marcella Apodaca (Jun 25, 2026 10:19:27 MDT)*

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

Sierra Vigil-Trujillo, Youth and Family Services Program Manager *Sierra Trujillo (Jun 25, 2026 10:18:01 MDT)*

Subject: Department of Health Violence Intervention Fund Grant FY26

ITEM AND ISSUE:

Request for Approval of Grant Agreement from the New Mexico Department of Health in the Amount of \$350,000 for a Coordinated Community Response to Community Violence. (Sandra Emory, Community Services Department Director; sxemory@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe, in collaboration with Santa Fe County, has developed a coordinated community response to violence, including youth, gun, and interpersonal violence. This public health approach to prevention and intervention supports, educates, and engages youth at the individual, community, and governmental levels.

Youth ARISE, a specialty diversion program engages youth, co-creating a tailored plan with the youth and family who have been directly impacted by violence are referred to the program by the District Attorney, District 1, office, Juvenile Probation Office and Santa Fe Public schools.

Employing best practices including enhanced screening, intensive case management, restorative justice, skills building and economic justice opportunities, our agencies have combined resources, expertise, and data to select individuals who are most vulnerable to violence. This direct service program meets Part VI Program requirements A, C, D and E. The pilot includes a Taskforce consisting of five dedicated members with lived experience, clinical and community organizing expertise and collaborative design and decision-making processes. Building out a peer model, supported by peers with lived experience, These members work side-by-side with referred youth, to identify the best path forward to ensure long term success in life.

The Youth Community Violence Interruption (YCVI) program, the umbrella of funding initiatives, which includes the launch of the Youth ARISE Pilot, initially a call from the community of Santa Fe to direct upstream prevention efforts toward impacting youth violence has acted as a community catalyst. In FY27, YCVI will continue to convene quarterly advisory council sessions to coordinate learning and community between non-profit providers, SFPS, Santa Fe County, the City of Santa Fe, FJDA, and state organizations. Additionally, select organizations will be funded to provide direct services to meet emergent needs in real time, as identified by the advisory council and in coordination with the City of Santa Fe Children and Youth Commission. During the FY26 funding period, these real-time adjustments were critical in ensuring the needs of youth were addressed more comprehensively when identified. This community-based effort meant

Finally, the DOH's violence intervention fund previously supported the purchase of gunshot detection technology for the Santa Fe PD. This initiative was directly related to Section VI, part B. of the program requirements. The Youth and Family Services Division (YFS) and SFPD remain committed to working collaboratively as the VPU. During the contract period, City staff will work to formalize an MOU for data sharing and work collaboratively to analyze and direct community support services to areas most impacted by the gun shot data provided by the detection technology.

Together, these coordinated efforts reflect Santa Fe's commitment to a comprehensive, data-informed, and community-driven public health approach to violence prevention. By centering youth voices, strengthening cross-sector collaboration, and investing in both immediate intervention and long-term support systems, the initiative is positioned to create meaningful and sustainable change. Through continued partnership, adaptive strategies, and a shared vision for safety and well-being, the City and County aim to reduce violence, improve outcomes for youth and families, and foster a stronger, more resilient community.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** Juvenile Justice Fund/223

**Munis Org Name/Number:** Juvenile Justice/2230123

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

**Budget Officer / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Officer 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:** YFD2722300

**Approval:** [ERIKALUJAN](#) [ERIKALUJAN \(Jun 25, 2026 11:22:18 MDT\)](#) **Title:** Grants Manager **Date:** 06/25/2026

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

**ATTACHMENTS:**

**Grant agreement**

**Project ledger**

**STATE OF NEW MEXICO  
DEPARTMENT OF HEALTH  
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Department of Health**, hereinafter referred to as the “Agency,” and **City of Santa Fe**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

**WHEREAS**, the Agency is the State agency and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

**NOW THEREFORE**, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

**ARTICLE I. Term of Agreement**

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate **JUNE 30, 2027**, unless terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations).

**ARTICLE II. Scope of Work**

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Attachment 1 – Scope of Work**” and incorporated herein by reference, unless Attachment 1 is amended or this agreement is terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations), *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the scope of work.

**ARTICLE III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **\$350,000.00**. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

**ARTICLE IV. Payment**

The Agency shall make quarterly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor’s failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

**ARTICLE V. Return of Funds**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

**ARTICLE VI. Termination of Agreement**

- A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. Notice; Agency Opportunity to Cure.
1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
  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 Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXII, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency'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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- D. Termination Management. Immediately upon receipt by either the Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or

**Agreement No. 27 IGA 3050 00036**

purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

**ARTICLE VII. Funds Accountability**

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

**ARTICLE VIII. Maintenance of Records**

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

**ARTICLE IX. Confidentiality**

- A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.
- B. The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.
- C. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. [If the Contractor is to have access to PHI for purposes other than treatment, add the following provision] If the Contractor may reasonably be expected to have access to Departments' Protected Health Information (PHI) as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this Agreement in accordance with Article VI of this Agreement.

**ARTICLE X. Amendments**

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

**ARTICLE XI. Assignment**

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

**ARTICLE XII. Applicable Law**

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

**ARTICLE XIII. Acquisition of Property**

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

**ARTICLE XIV. Liability**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

**ARTICLE XV. Execution of Documents**

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

**ARTICLE XVI. Sub-Contracts**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such

**Agreement No. 27 IGA 3050 00036**

subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

**ARTICLE XVII. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**ARTICLE XVIII. Workers' Compensation**

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

**ARTICLE XXI. Appropriations**

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

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**Agreement No. 27 IGA 3050 00036**

**IN WITNESS WHEREOF**, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

**Contractor – City of Santa Fe**

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Title of Authorized Signatory

*Ruby Crews*  
Ruby Crews (Jun 22, 2026 14:51:57 MDT)  
\_\_\_\_\_  
Legal Counsel, Contractor, if applicable

Date: 06/22/2026

**Agency – Department of Health**

\_\_\_\_\_  
Secretary or Designee, DOH

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer, DOH

Date: \_\_\_\_\_

**Approved as to legal form and sufficiency.**

\_\_\_\_\_  
Office of General Counsel, DOH

Date: \_\_\_\_\_

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

CITY OF SANTA FE:

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

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

ATTEST:

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

CITY ATTORNEY'S OFFICE:

*Ruby Crews* 06/22/2026  
Ruby Crews (Jun 22, 2026 14:51:57 MDT)  
RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Andrea Phillips*  
ANDREA PHILLIPS (Jun 25, 2026 13:24:17 MDT)  
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

## **ATTACHMENT 1**

### **SCOPE OF WORK**

The Contractor shall perform the following work:

Per New Mexico state statute 31-30-1 through 31-30-9 NMSA 1978, the Violence Intervention Fund for fiscal year 2027, the Contractor, the City of Santa Fe, in partnership with Santa Fe county will use a public health approach to address youth, gun, and interpersonal violence through coordinated prevention and intervention efforts. Combining the efforts of data analysis and tracking of the city's shot spotter software, the continuation of the city's Youth ARISE pilot program (phase 2), and community-based organizations contracted for Youth Community Violence Intervention work, the Contractor will bring data-driven, community-centered public health strategies to reduce violence and improve protective factors in Santa Fe.

A. Contractor will implement a Violence Intervention Program (VIP) that shall:

- 1) use of an evidence- or research-based public health approach to reduce gun violence and aggravated assaults;
- 2) use focused deterrence, problem-oriented policing, and proven law enforcement strategies to reduce gun violence and aggravated assaults;
- 3) target a population that is at high risk for victimization or retaliation that results from gun violence or aggravated assault through engaging in the cycles of violence in the community;
- 4) use data-driven methods for program development;
- 5) use program funding in a manner that is directly related to the reduction of gun violence and aggravated assaults; and
- 6) complete all evaluation expectations as determined by the Agency and provide routine performance measures via the reporting tool with each submitted report. Reporting tool will be co-developed by Agency and Contractor.

B. Contractor will contract with Community-Based Organization(s) that shall:

- 1) use of an evidence- or research-based approach to reduce gun violence and aggravated assaults within the populations they serve;
- 2) target a population that is at high risk for victimization or retaliation that results from gun violence or aggravated assault through engaging in the cycles of violence in their communities; and

**Agreement No. 27 IGA 3050 00036**

- 3) use contracted funding in a manner that is directly related to the reduction of gun violence and aggravated assaults.
- C. Contractor will contract with a subject matter expert relating to the city's "shot spotter" technology who shall:
- 1) Collect and analyze the "shot spotter" data collected by the Santa Fe Police Department and provide quarterly reports on the data and how it was used; and
  - 2) Develop a Memorandum of Understanding (MOU) with the Santa Fe Police Department specific to this relationship and data sharing.

**ATTACHMENT 2**

**BUDGET**

<b>Task Description</b>	<b>Deliverables</b>	<b>Budget</b>	<b>Due Date</b>
<p>Contracting with data administration and subject matter expert.</p> <p>Data collection and analysis on the use of Santa Fe Police Department’s shot spotter technology.</p> <p>Development of a multi-year Memorandum of Understanding (MOU) with Santa Fe Police Department.</p>	<p>Quarterly report of geographic location shot spotter data, AXON data analysis, and a narrative summary on how data is utilized by the Santa Fe Police Department.</p> <p>MOU with Santa Fe Police Department.</p>	<p>Not to exceed a total of <b>\$60,000.00</b>.</p>	<p>Invoice @ <b>\$15,000.00</b> per quarter, not to exceed a quantity of four (4).</p> <p><u>Quarter 1</u> (July, August, &amp; September 2026) due no later than 10/10/2026</p> <p><u>Quarter 2</u> (October, November, December 2026) due no later than 01/10/2027</p> <p><u>Quarter 3</u> (January, February, March 2027) due no later than 04/10/2027</p> <p><u>Quarter 4</u> (April, May, June 2027) due no later than 07/10/2027</p>
<p>Youth Arise Pilot Program (Phase II)</p>	<p>Quarterly report on completed project administration and progress toward Youth ARISE goals, including program outcomes, implementation progress, activities, number of participants, all evaluation expectations and reporting tools, etc.</p>	<p>Not to exceed a total of <b>\$150,000.00</b>.</p>	<p>Invoice @ <b>\$37,500.00</b> per quarter, not to exceed a quantity of four (4).</p> <p><u>Quarter 1</u> (July, August, &amp; September 2026) due no later than 10/10/2026</p> <p><u>Quarter 2</u> (October, November, December 2026) due</p>

**Agreement No. 27 IGA 3050 00036**

			<p>no later than 01/10/2027</p> <p><u>Quarter 3</u> (January, February, March 2027) due no later than 04/10/2027</p> <p><u>Quarter 4</u> (April, May, June 2027) due no later than 07/10/2027</p>
<p>Youth Community Violence Intervention (YCVI) Partner Contract(s)</p>	<p>Quarterly narrative report detailing violence intervention efforts implemented by community-based service partner(s).</p>	<p>Not to exceed a total of <b>\$140,000.00</b>.</p>	<p>Invoice @ <b>\$35,000.00</b> per quarter, not to exceed a quantity of four (4).</p> <p><u>Quarter 1</u> (July, August, &amp; September 2026) due no later than 10/10/2026</p> <p><u>Quarter 2</u> (October, November, December 2026) due no later than 01/10/2027</p> <p><u>Quarter 3</u> (January, February, March 2027) due no later than 04/10/2027</p> <p><u>Quarter 4</u> (April, May, June 2027) due no later than 07/10/2027</p>
<b>Total Budget</b>		<b>\$350,000.00</b>	



Michelle Lujan Grisham  
Governor

Gina DeBlassie  
Cabinet Secretary

New Mexico Department of Health

Date: 05/18/2026

Agency 66500  
Supplier name: City of Santa Fe  
Supplier number: 0000054360  
SHARE Billing Location: 97  
SHARE Ship to Location: 97  
Department Code: ZG1016

Contract Type: IGA

This funding string below is being provided as certification that funds have been set aside for the proposed contract for ASD contract staff to create the purchase order and Contract Module.

Total compensation of Contract: \$350,000.00

Brief description of Service: The City of Santa Fe, in partnership with Santa Fe County, will initiate phase two of their Youth Community Violence Intervention pilot program, expand the work of their Youth ARISE program and community-based partner programs, as well as coordinate and administrate a data specialist to work with Santa Fe Police on the analysis and use of their shot spotter technology.

Complete necessary fields per your budgetary requirements. Add rows as needed. Must have total of all funding sources.

Split funding: No.

Note: If contract crosses fiscal years only include the amounts for the current fiscal year purchase order.

Merchandise Amount	Fund	Dept	*Account	Sub Acct	Rpt Cat	PC Bus Unit	Project	Activity	Oper Unit	Bud Ref	Class
\$350,000.00	06101	ZG1016	547400			66500		DIRECT	20112300	92248	K1016

Highlight **ONE** Below, if no PO will be processed.

Direct Pay/Policy Exemption  
OPR  
Non-Monetary

**Approved by Authorized Funding Department:**

Approved By: (type in name/title of individual)	Signature:	Date:
Alexander Cutler, Gun Violence Prevention		05/18/2026
Kathleen Maese, Injury & Violence Prevention Section Manager		05/18/2026



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 6/23/26

Project Title: NMDOH Violence Intervention Grant FY27

Project Type:  CIP  Grant  Internal Tracking

Department: Community Services Project Manager: Sierra Vigil-Trujillo Ext: 6824

Project Date Range: 7/1/26 to 6/30/27  Create Fixed Asset

Project ID: YFD2722300

Grant ID: S2702

Approved By: ERIKA LUJAN  
ERIKA LUJAN (Jun 25, 2026 09:43:08 MDT)

*CMT* (Finance Use Only)

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

Funding Source: NMDOH IGA 27 IGA 3050 00036 % of Funding: 100

MUNIS ORG: 2230123 MUNIS OBJ: 490180 Awarded Amount: \$350,000.00

Funding Source: \_\_\_\_\_ % of Funding: \_\_\_\_\_

MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

#### **Expense String Phase:**

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

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

Phase: Grants & Services MUNIS ORG: 2230123 MUNIS OBJ: 510400

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

Grantor Name: NMDOH IGA# 27-3050-0036 Awarded Amount: 350000.00

AR Charge Code: 2230123.490180  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 700003 Federal CFDA (if applicable): N/A

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

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

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

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






# YFD2722300 NMDOH VIF GRANT FY27-350K

Final Audit Report

2026-06-25

Created:	2026-06-23
By:	Cathy Thompson (cmthompson@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9jfixFqGgxTyvDkfOwoH2DC46Ea8larE
Documents:	YFD2722300 NMDOH VIF GRANT FY27-350K.pdf (1 page)
Number of Documents:	1
Document page count:	1
Number of supporting files:	0
Supporting files page count:	0

## "YFD2722300 NMDOH VIF GRANT FY27-350K" History

-  Document created by Cathy Thompson (cmthompson@santafenm.gov)  
2026-06-23 - 9:55:47 PM GMT- IP address: 63.232.20.2
-  Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature  
2026-06-23 - 9:56:34 PM GMT
-  Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)  
2026-06-23 - 10:27:43 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)  
Signature Date: 2026-06-25 - 3:43:08 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
-  Agreement completed.  
2026-06-25 - 3:43:08 PM GMT





**Date:** June 3, 2026

**To:** Governing Body and Public Works and Utilities Committee

**From:** Alan Hook, Water Resources Coordinator <sup>AG#</sup>

**Via:** Jesse Roach, Interim Public Utilities Director <sup>JM</sup>  
Jonathan Montoya, Interim Water Division Director <sup>JM</sup>

**RE:** Allowing Fishing in the Santa Fe Municipal Watershed for Specific and Limited Events

---

## EXECUTIVE SUMMARY:

The proposed bill would amend SFCC 1987, Section 25-1.9 to create a limited exception to the current prohibition on fishing within the Santa Fe municipal watershed. Fishing would remain generally prohibited except for specific and limited fishing events approved by the Governing Body. The proposed change would maintain existing watershed protections including prohibitions on trespassing, bathing, hiking, camping, hunting, picnicking, grazing of domestic livestock, and unauthorized shooting, while allowing specific and limited fishing events on city-owned property that are approved by the Governing Body at a Governing Body meeting.

## BACKGROUND:

The City of Santa Fe's ("City") Children's Fishing Derby has traditionally been held on the first Saturday in June, which coincides with New Mexico Department of Game & Fish's "Free Fishing Day", providing a moratorium on fishing license requirements. In addition, the City's Administrative Procedures for Santa Fe River Target Flows, adopted by Resolution No. 2012-28, state in the section titled "Annual Fishing Derby", that "[i]n dry years when the anticipated watershed yield is less than 50%, or, if for other climatic or hydrologic reasons daily target flows adequate for the Fishing Derby cannot be met, the Fishing Derby will be suspended", (Article IV, Section 4.11.2(5)).

For several years the upper Santa Fe River watershed conditions have not been met, or the Santa Fe River daily target flows have not been adequate to consider the Fishing Derby. In 2026, NM Dept. of Game & Fish plans on a Free Fishing Day in September. This would be an opportune time to successfully hold the Children's Fishing Derby at Nichols Reservoir on city-owned property at a location to be determined. The Fishing Derby provides opportunities for children and families to join with neighbors to experience a fun and engaging day by the river, to learn about the Santa Fe River and riparian ecology, and to learn fishing skills.

## ATTACHMENTS:

Memo Attachment - Resolution No. 2012-28  
Resolution  
Fiscal Impact Report

underscored material = new  
[bracketed material] = delete

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**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2026-12**

**INTRODUCED BY:**

Councilor Paul Bustamante

Mayor Michael J. Garcia

**A BILL**

**SPECIFYING THAT SPECIFIC AND LIMITED FISHING EVENTS ON CITY-OWNED PROPERTY IN THE SANTA FE MUNICIPAL WATERSHED MAY BE APPROVED BY THE GOVERNING BODY.**

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

**Section 1. Section 25-1.9 of SFCC 1987 (being Ord. No. 2003-25, § 33, as amended) is amended to read:**

**25-1.9 – Santa Fe river watershed; prohibited uses; posting of notices.**

A. Trespassing, bathing, hiking, camping, fishing, hunting, picnicking, the grazing of all domestic livestock and unauthorized shooting, within the Santa Fe watershed are forbidden, except for specific and limited fishing events on city-owned property in the watershed and approved at a governing body meeting.

B. The properties of the water reservoir system owned by and under the control of the city of Santa Fe and the U.S. Forest Service shall be posted with notices warning all persons against violation of any of the ordinances of the city and county of Santa Fe, of the laws of the state of New

1 Mexico, the United States government or any rules or regulations adopted pursuant thereto, which  
2 provide for the protection of any reservoir, or properties of the water impounding system.

3 C. All officials and employees of the city water and utility of the city of Santa Fe are  
4 hereby vested with authority to enforce all laws, orders, ruling and regulations enacted for the  
5 protection of these waters and the properties pertaining thereto.

6 D. Any violation of this subsection or any violation of the rules and regulations jointly  
7 agreed on by the U.S. Forest Service and the governing body shall be punished as provided in  
8 Section 1-3 SFCC 1987.

9 PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

10  
11  
12 \_\_\_\_\_  
13 MICHAEL J. GARCIA, MAYOR  
14

15 ATTEST:

16  
17 \_\_\_\_\_  
18 GERALYN F. CARDENAS, CITY CLERK  
19

20 APPROVED AS TO FORM:

21 Frank Ruybalis  
22 \_\_\_\_\_  
23 MARCOS D. MARTÍNEZ, CITY ATTORNEY  
24

25 *Legislation/2026/Bill/Allowing Fishing in the Santa Fe Water Shed for Specific Events*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: \_\_\_\_\_

Short Title(s): Allowing Fishing in the Santa Fe Municipal Watershed for Specific and Limited Events

Sponsor(s): Councilor Paul Bustamante and Mayor Michael J. Garcia

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Allan Hook, Water Resources Coordinator Date: 6/3/2026

Phone: (505) 955-4205

Reviewed by City Attorney: *Juan E. Ruybalis* Date: 06/03/2026

Reviewed by Finance Director: *Andrea Phillips* ANDREA PHILLIPS (Jun 4, 2026 09:41:01 MDT) Date: 06/04/2026

Summary:

The proposed bill would amend SFCC 1987, Section 25-1.9 to create a limited exception to the current prohibition on fishing within the Santa Fe watershed. Fishing would remain generally prohibited except for specific and limited fishing events on city-owned property and approved at a Governing Body meeting. The proposed change would maintain existing watershed protections including prohibitions on trespassing, bathing, hiking, camping, hunting, picnicking, grazing of domestic livestock, and unauthorized shooting, while allowing specific and limited fishing events approved by the Governing Body.

Departments Affected:

Public Utilities

Consequences of Not Enacting Legislation:

If this legislation is not adopted, fishing activities within the Santa Fe watershed will remain prohibited without exception.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Resolution No. 2012-20 adopted the City's Administrative Procedures for Santa Fe River Target Flows, and Ordinance No. 2012-10 created Article 25-13 of SFCC 1887 regarding the Santa Fe River Target Flow for a Living River Initiative.

Performance and Administrative Implications:

For several years the upper Santa Fe River watershed conditions have not been met, or the Santa Fe River daily target flows have not been adequate to consider the Fishing Derby. In 2026, NM Dept. of Game & Fish plans on a Free Fishing Day in September. This would be an opportune

time to successfully hold the Children's Fishing Derby at Nichols Reservoir on city-owned property at a location to be determined. The Fishing Derby provides opportunities for children and families to join with neighbors to experience a fun and engaging day by the river, to learn about the Santa Fe River and riparian ecology, and to learn fishing skills. If the Governing Body approves the Children's Fishing Derby event at Nichols Reservoir, City staff would devote time and resources to planning for and holding the Children's Fishing Derby as described above.

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**Fiscal Implications:**

None at this time.

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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:** *Alan Hook*

**Email:** aghook@santafenm.gov

**Signature:**

**Email:**



**Date:** May 1, 2026  
**To:** Governing Body, Quality of Life Committee, Finance Committee  
**From:** Faviola Chavez, Affordable Housing Director <sup>FC</sup><sub>FC</sub>  
**Via:** Heather Lamboy, Land Use Director *HL*  
**RE:** Updating Fee in Lieu and Affordability Requirements for Santa Fe Homes Program

---

## EXECUTIVE SUMMARY:

If adopted, the proposed bill would amend SFCC 1987, Section 26-1.22, which establishes the requirements for developing rental units under the Santa Fe Homes Program (“SFHP”). The bill makes non-substantive technical updates and clarifications to the calculation of fees paid in lieu of providing on-site affordable units. It also makes a substantive change to the fee-in-lieu calculation by proposing the use of thirty percent (30%) instead of sixty-five percent (65%) when determining the calculation’s base fee amount.

## ATTACHMENTS:

Memo Attachment – Example Calculations for SFHP  
Bill  
Fiscal Impact Report

## Updated Ordinance Example Calculations

### 2025 FMR Numbers and example unit numbers:

BR Size	2025 FMR as determined by HUD	# Units	Total Aff'd Units Required
Studio	\$1,235	0	0.00
1 BR	\$1,368	54	8.10
2 BR	\$1,627	67	10.05
3 BR	\$2,057	18	2.70
		<b>139</b>	<b>20.85</b>

*\*The FMR remains the same for both the current calculation and the proposed calculation*

### Under current ordinance using 65% AMI for fee-in-lieu calculation:

BR Size	Santa Fe Aff'd Rent**	Base Gap	Adjusted Gap (100% )after July 1, 2024
Studio	\$ 1,133.00	\$ 102.00	\$ 204.00
1 BR	\$ 1,133.00	\$235	\$ 470.00
2 BR	\$ 1,294.00	\$333	\$ 666.00
3BR	\$ 1,456.00	\$601	\$ 1,202.00

Fee Per Month	Project Fee**
\$0	0
\$3,807.00	\$91,368.00
\$6,693.30	\$160,639.20
\$3,245.40	\$77,889.60
Total: \$13,745.7	Project Total: \$329,896.80

*\*Fee per month = adjusted base gap x number of affordable units*

\* *Project fee = fee per month x 24*

**Under proposed ordinance change using 30% AMI for fee-in-lieu calculation:**

<b>BR Size</b>	<b>Santa Fe Aff'd Rent**</b>	<b>Base Gap</b>	<b>Adjusted Gap (100% )after July 1, 2024</b>
Studio	\$ 523.00	\$ 712.00	\$ 1,424.00
1 BR	\$ 523.00	\$ 845.00	\$ 1,690.00
2 BR	\$ 598.00	\$ 1,029.00	\$ 2,058.00
3BR	\$ 673.00	\$ 1,420.00	\$ 2,840.00

<b>Fee Per Month</b>	<b>Project Fee**</b>
\$0	0
\$13,689.00	\$328,536.00
\$20,682.90	\$496,389.60
\$7,668.00	\$184,032.00
<b>Total: \$42,039.90</b>	<b>Project Total: \$1,008,957</b>

\**Fee per month = adjusted base gap x number of affordable units*

\* *Project fee = fee per month x 24*

1 CITY OF SANTA FE, NEW MEXICO

2 BILL NO. 2026-11

3 INTRODUCED BY:

4  
5 Mayor Michael Garcia

6 Councilor Alama Castro

7  
8  
9  
10 A BILL

11 RELATING TO THE SANTA FE HOMES PROGRAM AND REQUIREMENTS FOR  
12 RENTAL UNITS; AMENDING SECTION 26-1.22 TO MAKE CERTAIN TECHNICAL  
13 CHANGES, TO CLARIFY THE CALCULATION OF FEES PAID IN LIEU OF  
14 PROVIDING ON-SITE AFFORDABLE UNITS, TO AMEND THE FEE-IN-LIEU  
15 CALCULATION TO USE THIRTY PERCENT OF THE AREA MEDIAN INCOME  
16 INSTEAD OF SIXTY-FIVE PERCENT WHEN DETERMINING BASE FEE AMOUNT.

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

18 Section 1. Section 26-1.22 of SFCC 1987 (being Ord. No. 2019-30, § 5) is  
19 amended to read:

20 **26-1.22 - Requirements for SFHP rental units.**

- 21 A. If a SFHP developer obtained a residential building permit for a multifamily  
22 residential development between January 1, 2016, and December 31, 2019, then  
23 the developer shall pay a fee associated with such development [~~shall be assessed~~]  
24 in accordance with SFHP administrative procedures. If applicable, the associated  
25 [~~an~~] annexation agreement, subdivision plat, or development plan shall be

1 administratively amended to reflect the updated requirement and the owner or  
2 developer, as applicable, shall record or file, as applicable, the amended document  
3 [shall be recorded or filed, as applicable, by the owner or development]. Incentives  
4 for SFHP developers as set forth in subsection 14-8.11 SFCC 1987 ~~[will]~~ are not  
5 be available for these projects, other than the density bonus pursuant to subsection  
6 14-8.11(G)(1).

7 B. ~~[Effective January 1, 2020, and thereafter,]~~ A SFHP developer that obtains a  
8 building permit for a ~~[multifamily]~~ residential rental development after January 1,  
9 2020, shall ~~[comply with the SFHP ordinance by]~~ either: pay[ing] a fee,  
10 create[ing] [LPDUs] Low Priced Dwelling Units ("LPDUs"), or provide  
11 affordable on-site units as follows:

12 (1) *Fee in lieu.* ~~[The]~~ Except for small multifamily rental projects of twelve  
13 (12) or fewer units, and as described by Section 26-1.22(B)(1)(d), SFHP  
14 developers may pay [of] a fee in lieu of providing on-site affordable units,  
15 assessed according to a[n "affordability gap"] calculation that determines  
16 the base fee, which is the difference between [a] the FMR and the rent  
17 affordable to a renter earning thirty percent ([65] 30%) of the AMI.

18 (a) ~~[The steps of the calculation of the base fee amount t]~~ To calculate  
19 the fee in lieu [as more fully described in the administrative  
20 procedures, are as follows]:

21 (i) multiply the total number of units ~~[broken out by number~~  
22 of bedrooms] of each size, as defined by number of  
23 bedrooms, by fifteen percent (15%) to determine the  
24 number of affordable units that would have been required  
25 to be built if not for the developer paying the fee;

- 1 (ii) multiply the number of affordable units required in the  
2 previous step (including any decimal places) by the base  
3 fee associated with each type of unit [~~broken out by~~  
4 ~~number of bedrooms~~] (determined by number of  
5 bedrooms) to determine the monthly fee; and  
6 (iii) multiply the monthly fee by twenty-four (24) months to  
7 determine the total project fee.

8 (b) HUD's FMR will be used to establish the [~~affordability gap~~] "base  
9 fee amount" [}] relative to HUD's AMI data. [~~Developers shall pay~~  
10 ~~phased fee increases according to when projects are permitted as~~  
11 ~~follows:~~

- 12 (i) ~~for units permitted on or before June 30, 2020, the base~~  
13 ~~fee amount;~~  
14 (ii) ~~for units permitted between July 1, 2020, and June 30,~~  
15 ~~2021, the base fee, increased by twenty percent (20%) fee~~  
16 ~~increase;~~  
17 (iii) ~~for units permitted between July 1, 2021, and June 30,~~  
18 ~~2022, the base fee, increased by forty percent (40%) fee~~  
19 ~~increase;~~  
20 (iv) ~~for units permitted between July 1, 2022, and June 30,~~  
21 ~~2023, the base fee, increased by sixty percent (60%)~~  
22 ~~increase;~~  
23 (v) ~~for units permitted between July 1, 2023, and June 30,~~  
24 ~~2024, the base fee, increased by eighty percent (80%)~~  
25 ~~increase; and~~



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provide a combination of the options, then the city shall provide the developer incentives set forth in subsection 14-8.11(G), as approved by the land use director.

C. The marketing, leasing, and occupancy of either an SFHP rental unit or an SFHP manufactured home lot that is rented shall conform to the criteria set forth in the administrative procedures. Rental rates shall comply with the rates set forth in subsection 26-1.24 SFCC 1987. SFHP rental units shall comply with the minimum size, unit type(s), and other structural requirements set forth in subsection 26-1.25 SFCC 1987. SFHP developers must obtain approval for the location of SFHP rental units. The units or manufactured home lots shall have compatible exterior architectural and landscaping appearance with other units in the development.

D. Units or manufactured home lots available for SFHP rentals shall be described in a SFHP proposal in sufficient detail so that such units or manufactured home lots can be identified after construction or creation and occupancy. SFHP tenants must meet eligibility requirements at the time they initially lease an SFHP unit.

PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED AS TO FORM:

Marcos Martinez  
Marcos Martinez (May 21, 2026 09:49:43 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

**FISCAL IMPACT REPORT**

**General Information:**

(Check) **Bill:**   x   **Resolution:** \_\_\_\_\_

**Short Title(s):** Updating Fee in Lieu and Affordability Requirements

**Sponsor(s):** Mayor Michael Garcia

**Reviewing Department(s):** Land Use Department, City Attorney’s Office

**Staff Completing FIR:** Faviola Chavez, Affordable Housing Director **Date:** 5/01/2026

**Phone:** (505) 690-4192

**Reviewed by City Attorney:** *Marcos Martinez* **Date:** 05/22/2026  
[Marcos Martinez \(May 22, 2026 09:18:25 MDT\)](#)

**Reviewed by Finance Director:** *Andrea Phillips* **Date:** 05/22/2026  
[ANDREA PHILLIPS \(May 22, 2026 10:07:48 MDT\)](#)

**Summary:**

If adopted, the proposed bill would amend SFCC 1987, Section 26-1.22, which establishes the requirements for developing rental units under the Santa Fe Homes Program (“SFHP”). The bill makes non-substantive technical updates and clarifications to the calculation of fees paid in lieu of providing on-site affordable units. It also makes a substantive change to the fee-in-lieu calculation by proposing the use of thirty percent (30%) instead of sixty-five percent (65%) when determining the calculation’s base fee amount.

**Departments Affected:**

Affordable Housing Department

**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, SFCC 1987, Section 26-1.22, will not be updated to include clarifications and technical updates to the calculation of fees paid in lieu of providing on-site affordable units. There would also not be a decrease from sixty-five percent (65%) to thirty percent (30%) when determining the base fee amount in the fee-in-lieu calculation. This means that the amount collected for developing rental units under the Santa Fe Homes Program would remain status quo.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**

Section 26-1.22, SFCC 1987, was last updated via Ordinance No. 2019-30.

**Performance and Administrative Implications:**

None at this time.

**Fiscal Implications:**

\*\*Currently, the fee-in-lieu calculation uses a percentage of sixty-five percent (65%) to determine the “base fee” amount. The bill proposes to lower this amount to thirty percent (30%). The decrease in this

percentage would result in an increase in the amount the City of Santa Fe would collect from developers, should they opt to pay a fee in lieu of providing on-site affordable units. See the memo attachment “Example Calculations for SFHP” for sample fee-in-lieu calculations.

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**Fiscal Impact**

\*\*  Check here if no fiscal impact

**Expenditures**

<b>Expenditure Type</b>	<b>FYE 2026</b>	<b>FYE 2027</b>	<b>FYE 2028</b>	<b>Require BAR (Y/N)</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>	<b>3-Year Total Cost</b>
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

**Expenditure Narrative:**

\*\* See "Fiscal Implications" narrative" above.

**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:**

**CITY OF SANTA FE, NEW MEXICO  
CO-SPONSOR(S) TO BILL NO. 2026-11  
Update to Fee in Lieu and Affordability Requirements**

**The following members of the Governing Body joined sponsorship of this legislation:**

  
Pilar Faulkner (May 26, 2026 09:09:04 AM)  
Pilar Faulkner, Councilor

5/26/2026  
Date




# Co-Sponsorship Form - Updating Fee in Lieu and Affordability Requirements - Councilor Faulkner

Final Audit Report

2026-05-26

Created:	2026-05-26
By:	PALMER ANDERSON (pcanderson@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABLIEK6oIUqo_mh_Mr9er-lcVTU91D2S

## "Co-Sponsorship Form - Updating Fee in Lieu and Affordability Requirements - Councilor Faulkner" History

-  Document created by PALMER ANDERSON (pcanderson@santafenm.gov)  
2026-05-26 - 3:27:26 PM GMT- IP address: 63.232.20.2
-  Document emailed to Pilar Faulkner (pfhfaulkner@santafenm.gov) for signature  
2026-05-26 - 3:28:50 PM GMT
-  Email viewed by Pilar Faulkner (pfhfaulkner@santafenm.gov)  
2026-05-26 - 3:48:41 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Pilar Faulkner (pfhfaulkner@santafenm.gov)  
Signature Date: 2026-05-26 - 3:49:04 PM GMT - Time Source: server- IP address: 76.127.62.125 - Signature Appearance Selected: DRAW
-  Agreement completed.  
2026-05-26 - 3:49:04 PM GMT


**CITY OF SANTA FE, NEW MEXICO  
CO-SPONSOR(S) TO BILL NO. 2026-11  
Update to Fee in Lieu and Affordability Requirements**

**The following members of the Governing Body joined sponsorship of this legislation:**

Lee Garcia

Lee Garcia, Councilor

June 18, 2026

**Signature:**   
[Lee Garcia \(Jun 18, 2026 14:29:43 MDT\)](#)  
**Email:** [lagarcia@santafenm.gov](mailto:lagarcia@santafenm.gov)







# Lee Garcia Co-Sponsorship

Final Audit Report

2026-06-18


Created:	2026-06-18
By:	INDIRA innadasen-gladstone@santafenm.gov (innadasen-gladstone@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACBBymhGG7x0diHCjAHSkq_y-20xb0a48
Documents:	Lee Garcia Co-Sponsorship .pdf (1 page)
Number of Documents:	1
Document page count:	2
Number of supporting files:	0
Supporting files page count:	0

## "Lee Garcia Co-Sponsorship" History

-  Document created by INDIRA innadasen-gladstone@santafenm.gov (innadasen-gladstone@santafenm.gov)  
2026-06-18 - 3:56:35 PM GMT- IP address: 63.232.20.2
-  Document emailed to lagarcia@santafenm.gov for signature  
2026-06-18 - 3:57:10 PM GMT
-  Email viewed by lagarcia@santafenm.gov  
2026-06-18 - 8:23:12 PM GMT- IP address: 71.29.200.58
-  Signer lagarcia@santafenm.gov entered name at signing as Lee Garcia  
2026-06-18 - 8:29:41 PM GMT- IP address: 71.29.200.58
-  Document e-signed by Lee Garcia (lagarcia@santafenm.gov)  
Signature Date: 2026-06-18 - 8:29:43 PM GMT - Time Source: server- IP address: 71.29.200.58 - Signature Appearance Selected: MOBILE\_DRAW
-  Agreement completed.  
2026-06-18 - 8:29:43 PM GMT





**Date:** June 15, 2026  
**To:** Governing Body, Quality of Life Committee, Public Works and Utilities Committee  
**From:** Sam Burnett, Public Works Director   
**RE:** Updating Closure Rules on Plaza for Vehicular Traffic

## EXECUTIVE SUMMARY:

The attached resolution would amend Resolution Nos. 2014-49 and 2016-80 to close the streets surrounding Plaza Park annually from Memorial Day to October 31<sup>st</sup> or later. It would also permanently close Lincoln Avenue and Palace Avenue, next to Plaza Park. Specifically, the resolution directs the City Manager to effectuate the following actions:


- 1) Amend Resolution 2014-49 to remove the “continuation” of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
- 2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicles permanently; and
- 3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31<sup>st</sup> or such later date determined by the city manager; and
- 4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and
- 5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open during the designated cruise nights.

## BACKGROUND:

Resolution No. 2014-49 notes that as a result of a 2003 safety recommendation from the “Plaza Task Force,” that “Palace Avenue in front of the Palace of the Governors was closed to vehicular traffic with the exception of loading and unloading and emergency vehicle access,” and the resolution goes on to authorize a “[c]ontinuation of the closure of Palace Avenue.” Lincoln Avenue has not been reopened to vehicles after the summer closure for multiple years.

## ATTACHMENTS:

Resolution  
FIR

**Signature:**   
[JOHN BURNETT \(Jun 22, 2026 09:39:48 MDT\)](#)

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






# Updating Closure Rules on Plaza for Vehicular Traffic (Memo)

Final Audit Report

2026-06-22

Created:	2026-06-22
By:	CHRISTINE SPIERS (cmspiers@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsdHKwPQlepb1GWqP4KNE3UfEV465h0HL
Documents:	Updating Closure Rules on Plaza for Vehicular Traffic (Memo).docx (1 page)
Number of Documents:	1
Document page count:	2
Number of supporting files:	0
Supporting files page count:	0

## "Updating Closure Rules on Plaza for Vehicular Traffic (Memo)" History

-  Document created by CHRISTINE SPIERS (cmspiers@santafenm.gov)  
2026-06-22 - 3:24:30 PM GMT- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature  
2026-06-22 - 3:29:27 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)  
2026-06-22 - 3:39:36 PM GMT- IP address: 174.218.21.197
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)  
Signature Date: 2026-06-22 - 3:39:48 PM GMT - Time Source: server- IP address: 174.218.21.197 - Signature Appearance Selected: MOBILE\_DRAW
-  Agreement completed.  
2026-06-22 - 3:39:48 PM GMT

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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2026-\_\_**

**INTRODUCED BY:**

Councilor Patricia Feghali

Councilor Alma Castro

**A RESOLUTION**

**AMENDING RESOLUTION NOS. 2014-49 AND 2016-80 TO CLOSE THE STREETS SURROUNDING PLAZA PARK ANNUALLY FROM MEMORIAL DAY TO OCTOBER 31<sup>ST</sup> OR LATER AND TO CLOSE LINCOLN AVENUE AND PALACE AVENUE, NEXT TO PLAZA PARK, PERMANENTLY.**

**WHEREAS**, the Santa Fe Plaza (“Plaza”) has been the commercial, social, and political center of Santa Fe since 1610; and

**WHEREAS**, the Plaza is a destination for many visitors interested in Santa Fe history and culture; and

**WHEREAS**, SFCC 1987, Section 23-5 regulates the use of the Plaza, Plaza Park and Plaza periphery; and

**WHEREAS**, SFCC 1987, Section 23-5.1 (S), (T), and (W) defines the Plaza and the Plaza Park area as follows:

*Plaza* means that inclusive area bounded on the north by the north curblineline of Palace Avenue running in front of the Palace of the Governors, and on all other sides by the facades of the buildings, excluding portals, or property lines lying to the east, south and

1 west of the Plaza Park as outlined in the map prepared by the city, labeled "Plaza Park  
2 Map."

3 *Plaza Park* means that inclusive area bounded by the inside back of the curb  
4 surrounding the Plaza as outlined in the map prepared by the city, labeled "Plaza Park  
5 Map."

6 **WHEREAS**, the Plaza belongs to all of Santa Fe and is home to many annual events that  
7 draw residents and visitors to the Plaza and creates social connections, economic development, and  
8 funding for community non-profits, including but not limited to the eight major events authorized  
9 by SFCC 1987, Section 23-5.2(A)(1)(a-h); and

10 **WHEREAS**, many cities are reducing vehicular traffic as a way to preserve and protect  
11 historic areas as well as enhance pedestrian safety; and

12 **WHEREAS**, the City has limited vehicular access to the streets around the Plaza Park over  
13 the years by closing Palace Avenue, Lincoln Avenue, and Old Santa Fe trail for various reasons  
14 and as described in Resolution Nos. 2014-49, 2014-75, and 2016-80; and

15 **WHEREAS**, the City already often closes San Francisco Street during the summer months  
16 due to events, and closing San Francisco Street seasonally would lead to more predictability for  
17 drivers and pedestrians; and

18 **WHEREAS**, specifically, Resolution No. 2014-49 notes that as a result of a 2003 safety  
19 recommendation from the "Plaza Task Force," that "Palace Avenue in front of the Palace of the  
20 Governors was closed to vehicular traffic with the exception of loading and unloading and  
21 emergency vehicle access", and then the resolution goes on to authorize a "[c]ontinuation of the  
22 closure of Palace Avenue"; and

23 **WHEREAS**, Resolution No. 2016-80 amended Resolution No. 2014-75 to extend  
24 the established time period for vehicular traffic restriction around Plaza Park on Lincoln Avenue  
25 and Old Santa Fe Trail to Memorial Day through October 31 "or such later date determined by the

1 city manager...; and

2           **WHEREAS**, Lincoln Avenue has not reopened to vehicles after the summer closure for  
3 several years, to the benefit of pedestrians and visitors to the Plaza; and

4           **WHEREAS**, Resolution No. 2020-24 established a framework for evaluating the  
5 temporary closure of streets to vehicular traffic during the 2020 COVID-19 pandemic, which only  
6 applied to the year 2020 and is no longer relevant; and

7           **WHEREAS**, in an effort to create continued enhancement of pedestrian safety and  
8 enjoyment of the Plaza area, the Governing Body wishes to further reduce vehicular traffic on the  
9 plaza.

10           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
11 **CITY OF SANTA FE** that the streets around Plaza Park shall be closed to vehicular traffic, except  
12 for bicycles and other human-powered, non-electric devices, from Memorial Day to October 31 or  
13 such later date determined by the city manager, annually.

14           **BE IT FURTHER RESOLVED** that the City Manager shall direct appropriate staff to  
15 take the appropriate steps to effectuate the following actions:

- 16                   1) Amend Resolution 2014-49 to remove the “continuation” of the closure of  
17                   Palace Avenue along Plaza Park and establish that it shall remain closed to  
18                   vehicular traffic permanently; and
- 19                   2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park  
20                   shall remain closed to vehicular traffic permanently; and
- 21                   3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic  
22                   around Plaza Park, including San Francisco Street, shall occur annually from  
23                   Memorial Day to October 31<sup>st</sup> or such later date determined by the city  
24                   manager; and
- 25                   4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue

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exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and

- 5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open to vehicular traffic during the designated cruise nights.

PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MICHAEL J. GARCIA, MAYOR

ATTEST:

\_\_\_\_\_

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez  
Marcos D. Martinez (Jun 18, 2026 14:25:39 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

*Legislation/2026/Resolutions/Seasonally Closing the Plaza to Vehicular Traffic*

**FISCAL IMPACT REPORT**

**General Information:**

(Check)      **Bill:** \_\_\_\_\_      **Resolution:**   x  

**Short Title(s):** Updating Closure Rules on Plaza for Vehicular Traffic

**Sponsor(s):** Councilor Patricia Feghali

**Reviewing Department(s):** Public Works Department, City Attorney's Office

**Staff Completing FIR:** Barbara Lopez, Public Works Project Manager      **Date:** 6/15/2026

**Phone:** (505) 955-2110

**Reviewed by City Attorney:** *Marcos D. Martinez*      **Date:** 06/18/2026  
[Marcos D. Martinez \(Jun 18, 2026 14:25:39 MDT\)](#)

**Reviewed by Finance Director:** *Andrea Phillips*      **Date:** 06/18/2026  
[ANDREA PHILLIPS \(Jun 18, 2026 14:59:40 MDT\)](#)

**Summary:**

The attached resolution would amend Resolution Nos. 2014-49 and 2016-80 to close the streets to vehicular traffic surrounding Plaza Park annually from Memorial Day to October 31<sup>st</sup> or later. It would also permanently close Lincoln Avenue and Palace Avenue, next to Plaza Park to vehicular traffic. Specifically, the resolution directs the City Manager to effectuate the following actions:

- 1) Amend Resolution 2014-49 to remove the "continuation" of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
- 2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicles permanently; and
- 3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31<sup>st</sup> or such later date determined by the city manager; and
- 4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and
- 5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open to vehicular traffic during the designated cruise nights.

**Departments Affected:**

Public Works Department, Parks and Open Space Department, Santa Fe Police Department, Parking Division, and Santa Fe Fire Department

**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the requirements contained in Resolution Nos. 2014-49 and 2016-80 would not be updated, and would remain status quo. Additionally, Palace Avenue and Lincoln Avenue, along Plaza Park, would not be close permanently to vehicles.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**

This resolution is related to Resolution Nos. 2014-49, 2014-75, 2016-80

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**Performance and Administrative Implications:**

The Santa Fe Police Department would need to deliver and place Meridian Barriers at San Francisco Street at Don Gaspar Avenue and San Fransico Street at Old Santa Fe Trail. Parks and Open Space maintenance staff would need to place regulatory signage to notify motorists of the vehicular restrictions associated with the Plaza closure.

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**Fiscal Implications:**

Implementation of the closure of the Plaza to vehicular traffic would require the installation of traffic control measures and regulatory signage to ensure public safety, preserve pedestrian access, and maintain orderly use of the Plaza area. To effectively restrict vehicle access, Meridian Barriers would need to be installed at San Francisco Street at Don Gaspar Avenue and San Francisco Street at Old Santa Fe Trail. The Meridian Barriers would be delivered and installed by the Santa Fe Police Department at a cost of \$4,896, which would cover the labor of six officers for the installation. Permanent traffic signs would also need to be installed at all entrances to Palace Avenue between Lincoln Avenue and Washington Avenue to notify motorists of the vehicular restrictions. Additional signage would need to be installed to indicate prohibited commercial walking tours, bicycle tours, and pedicab operations within the designated loading and unloading zone. The cost of the regulatory and prohibitory signs would be \$200, and the cost for parks and open space maintenance staff to install would be \$200.

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**Fiscal Impact**

\_\_\_\_\_ Check here if no fiscal impact

**Expenditures**

<b>Expenditure Type</b>	<b>FYE 2027</b>	<b>FYE 2028</b>	<b>FYE 2029</b>	<b>Require BAR (Y/N)</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>	<b>3-Year Total Cost</b>
Personnel and Benefits*	\$ 5096	\$ 5096	\$ 5096	No	Reoccurring	_____	
Capital Outlay	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Contractual/ Professional Services	\$ _____	\$ _____	\$ _____				
Operating	\$ 200	\$ 200	\$ 200		_____	_____	\$ 600
<b>Total:</b>	<b>\$ 5296</b>	<b>\$ 5296</b>	<b>\$ 5296</b>				<b>\$ 15888</b>

**Expenditure Narrative:**

The estimated one-time implementation cost associated with the permanent Plaza closure is **\$5,296 per year**. These expenditures would be absorbed by existing City of Santa Fe departmental budgets unless otherwise appropriated by the Governing Body. The proposed traffic control and signage measures are intended to improve pedestrian safety, reduce operational conflicts, protect emergency access routes, and support the long-term management of the Plaza as a pedestrian-focused public space.

**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	\$ _____	\$ _____	\$ _____	_____	_____
<b>Total</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>		

**Revenue Narrative:**

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**Signature:**

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