

# City of Santa Fe, New Mexico

## memo

**Date:** November 13, 2020

**To:** Mayor Alan Webber  
Members of the Governing Body

**From:** Alexandra Ladd, Director AGL  
Office of Affordable Housing

**Re:** Public Participation Agreement to purchase the Santa Fe Suites

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### **ACTION REQUESTED**

Please sign attached Public Participation Agreement between the City of Santa Fe and Community Solutions to partially finance the acquisition of the Santa Fe Suites in the amount of \$2,000,000 for the purpose of providing housing to persons impacted by the Covid-19 global health pandemic.

### **BACKGROUND**

In August of 2020, the State of New Mexico's Department of Finance Administration (DFA) requested funding applications from New Mexico jurisdictions for federal CARES Act funds. The City of Santa Fe was subsequently awarded \$17.4 million to use for mitigating the effects of the global pandemic. On September 14, 2020, the Governing Body met in a special session to approve the list of projects proposed by staff. On the list was a proposal to use \$2m of CARES Act funds to partially finance the acquisition of the Santa Fe Suites property, located at 3007 South Saint Francis Drive. The property will be converted into 122 studio apartments for people experiencing hardship because of the COVID-19 pandemic.

Specifically, this property will absorb people currently housed in temporary shelters, including the City's Midtown campus, as well as those renters who have lost their jobs or had their incomes reduced substantially because of the covid-19 pandemic. The property will be owned and operated by Community Solutions, a national nonprofit real estate development group that specializes in creating supportive housing units for people who are transitioning out of homelessness. This ownership will be augmented through a partnership with local services providers, housing subsidy resources and the City of Santa Fe.

### **ITEM AND ISSUE**

The constant uncertainty, stress, and trauma of daily life without stable housing results in poor health, mental illness, and unemployment. Research demonstrates that public health outcomes

are directly improved by housing vulnerable people and providing necessary health care and social services. The need for this approach is amplified by the current pandemic situation. Securing an immediate housing solution, owned and operated by proven partners will enable approximately 40 of Santa Fe's chronically homeless to be safely sheltered during the pandemic; it will also allow them to receive intensive case management, health care, or other support services. The remaining 80 units will be reserved for renters with very-low incomes, who have been adversely affected by the economic shutdown due to the pandemic. They have lost jobs and are at current risks of losing their housing; they will be in even greater risk when the eviction moratorium is lifted.

City staff proposed using CARES Act funds for this purpose based on several factors: 1) it meets the stated purpose of the CARES Act; 2) there is a demonstrated need in the community for this type of housing; 3) supporting the acquisition of this property is the most cost effective way to meet this need; and 4) the proposed financing/ownership model creates an ongoing revenue stream to fund supportive services on site.

**CARES Act Compliance:** Staff determined that the purchase of the property meets the CARES Act criteria because this project is consistent with the federal government's intent to deploy CARES Act funds to directly mitigate the impact of the COVID-19 pandemic. In particular, providing vulnerable populations a place to be socially distant and to safely quarantine and recover if they become infected is a primary factor in reducing community-wide infection rates and ensuring that infection spread is not amplified. Additionally, the project meets CARES Act criteria in that the purchase was not accounted for in the City's budget approved as of March 27, 2020, and the expense will be incurred prior to December 30, 2020.

That this project is necessary and qualified under the CARES Act is further supported by the example of the California Department of Housing and Community Development's (HCD) Homekey Program. The HCD deployed its CARES funds to support projects that propose "to purchase and rehabilitate housing, including hotels, motels, vacant apartment buildings, and other buildings and convert them into interim or permanent, long-term housing." (<https://www.hcd.ca.gov/grants-funding/active-funding/homekey.shtml#funding>). The state is matching \$550m of CARES funding with \$50m from its general fund. The model requires that the applicant is a local governmental entity which acts as a Development Sponsor of the project and may apply jointly with a nonprofit or corporate entity to own the project.

In addition, the U.S. Department of HUD identified as an example of an eligible use: "Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery," in its Quick Guide: <https://files.hudexchange.info/resources/documents/Quick-Guide-CDBG-Infectious-Disease-Response.pdf>. The City's current use at its Midtown Shelter includes accommodating isolation of patients when needed and it is anticipated that the proposed hotel purchase would also fulfill this need to support the capacity of local hospitals.

**Demonstrated Need:** At a minimum, there are 350 unhoused households in Santa Fe. Some of the unhoused residents are currently staying in motels, paid via emergency funds, or at the City's Midtown Shelter. Traditionally, many of these households live on the streets, in overcrowded or

substandard conditions, in cars, in group or solo encampments, in temporary shelters, or couch surfing with friends and family. These living conditions are inconsistent with the social distancing and hygiene standards required to slow and stop the spread of COVID-19.

Additionally, Life Link, which allocates the bulk of non-federal rental assistance in Santa Fe, reports inquiries from over 300 renter households who are currently not able to pay rent. These households have lost jobs or had their incomes reduced because of COVID-related restrictions. Many of them are likely to become homeless when current eviction moratoriums expire.

**Cost Effectiveness:** The City is not able to meet the need arising from the public health emergency in a cost-effective manner by leasing property because there are no willing lessors between now and December 30, 2020, or, if there were the leases would be far less cost effective, and, in fact, may be cost prohibitive. To illustrate:

- Leasing the same number of hotel rooms would cost approx. \$275,000/month for 122 rooms (based on what is currently being paid to house homeless at hotels) = \$3.3m/annually;
- Support services for this population would cost approx. \$60.67/day per resident (based on what is currently provided at Midtown). The current SF Suites model assumes that 40 residents will need this level of support = \$73,200/month = \$878,400/annually; and
- SF Suites currently charges \$1200/month for longer stay residents X 122 rooms = \$1,756,800/annual cost.

**Proposed Financing/Ownership Model:** CARES Act funds will be used to partially fund the purchase of the property, thus reducing the required purchase debt. In turn, the reduced debt service will increase the project's operating revenues by an estimated \$140,000 at full lease up. This additional operating revenue will be dedicated to support robust, on-site case management and support services. This model is identified by Community Solutions as "Property Management Plus" which puts the social needs of tenants as a fundamental management tenet. The provision of on-site services and connection to referral networks ensures that the needs of residents are met *in-situ* and from across the spectrum, from intensive behavioral health care to enrichment programs.

The attached Project Participation Agreement ensures that the appropriate level of service is provided at the property and that the qualifications of tenants related to income and housing instability meet the City's affordable housing guidelines, as codified in SFCC 26. If the property becomes noncompliant, the City will claw back all or a portion of the \$2 million in invested funds, pro-rated in relation to the length of compliance with the commitments and restrictions as described in the attached Agreement. Additionally, an affordability covenant will be placed on the property for the term of the Agreement.

**Attached:** Public Participation Agreement between the City of Santa Fe and Community Solutions



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202453

Contractor: Community Solutions International, Inc

Description: City's contribution of \$2,000,000 to purchase the Santa Fe Suites located at 3007 South St. Francis which is a 122 room hotel. Which is available to immediately provide housing for COVID impacted individuals and families.

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: 12/01/2020 Term End Date: 12/30/2020

☐ Approved by Council Date: \_\_\_\_\_

**Contract / Lease: Contract \$2,000,000**

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**Contract to acquire the Santa Fe Suites**

### 3. Procurement History:

Fran Dunaway, CPO 12/11/20  
Fran Dunaway, CPO 12/11/20 (Dec 11, 2020 14:23 MST)

Dec 11, 2020

Purchasing Officer Review:

Date:

Comment & Exceptions: Exception to the antidonation clause ( US Constitution) Donation to a group- NOT A PROCUREMENT

### 4. Funding Source: CARES ACT - CARES20HSG

Org / Object: 2402750.510340

Alexis Lotero  
Alexis Lotero (Dec 11, 2020 14:17 MST)

Dec 11, 2020

Budget Officer Approval:

Date:

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

Staff Contact who completed this form: rOBERTA CATANACH Phone # 955-6421

Email: RLCATANACH@SANTAFENM.GOV

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

## PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement (this "**Agreement**") is made and entered into as of December 16, 2020, by and between the City of Santa Fe, a New Mexico municipal corporation (hereinafter referred to as the "**City**") and Community Solutions International, Inc., a Delaware nonprofit corporation registered to do business in New Mexico (hereinafter referred to as "**Community Solutions**").

WHEREAS, the United States enacted the Coronavirus Aid, Relief, and Economic Security Act (the "**CARES Act**") on March 27, 2020;

WHEREAS, the State of New Mexico allocated an award of \$17,580,958 of CARES Act funding to the City of Santa Fe, Award Number CARES-01001-CSF;

WHEREAS, the CARES Act provides that payments from the fund may only be used to cover costs that (i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("**COVID**"); (ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

WHEREAS, the United States Treasury Guidance permits the use of CARES Act money to reimburse real property acquisitions if (i) a local government determines that it is not able to meet the need arising from the public health emergency in a cost-effective manner by leasing property or by improving property already owned and (ii) the local government maintains documentation to support this determination;

WHEREAS, the City has determined that additional housing for COVID-impacted individuals and families is necessary due to the public health emergency and that the City is not able to meet the need in a more cost-effective manner by leasing property or by improving property already owned by the City;

WHEREAS, the property commonly known as "Santa Fe Suites" located at 3007 South St. Francis Drive in the City of Santa Fe (the "**Property**"), which is a 122-room hotel/motel with furnished "suite" style rooms (with kitchenettes), is available for purchase and could provide immediate, stable housing for COVID-impacted individuals and families;

WHEREAS, the City and Community Solutions have agreed to participate together to finance the acquisition of the Property which will be converted into a supportive housing facility for people experiencing homelessness or renters with very low incomes (the "**Project**");

WHEREAS, the Property will absorb people currently housed in temporary shelters, including the City's Midtown Campus, as well as those renters who have lost their jobs or had their incomes reduced substantially because of the COVID pandemic;

WHEREAS, the City's total maximum contribution to the Project is Two Million Dollars (\$2,000,000) and Community Solutions will arrange, either through equity or debt, the balance of the purchase price of approximately Six Million Dollars (\$6,000,000);

WHEREAS, the State of New Mexico's "anti-donation clause" N.M. Const. Art. 9 Sec. 14 prohibits aid to private enterprise unless an exception applies;

WHEREAS, exceptions to the anti-donation clause do apply to the Project including the exception for the care of sick and indigent persons and the exception for donating or otherwise providing or paying a portion of the costs of land for the construction of affordable housing;

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

1. Term. This Agreement will expire on December 30, 2030, unless terminated or amended by the parties in accordance with its terms.

2. Project Funding. The City will provide \$2,000,000 towards the acquisition cost of the Property (the "**Project Funds**"), payable at closing. Provision of the Project Funds by the City is contingent on Community Solutions closing on the Property and acquiring fee title the Property not later than December 30, 2020. Community Solutions will provide the balance of the purchase price of the Property, whether through contribution, direct investment, loan, or otherwise.

3. Project Acquisition. Community Solutions will be responsible for acquiring the Property in an arms-length transaction employing all commercially reasonable due diligence. Community Solutions will contract for a current appraisal for the Property and may, in its discretion, negotiate the purchase price and other business terms with the seller. Community Solutions will conduct physical and environmental inspections of the Property prior to closing, obtain a current boundary survey or improvement location report prior to closing, and purchase title insurance in the full amount of the purchase price at closing. Community Solutions will provide copies of all due diligence materials to the City as they become available, and the City may object to any matter contained therein. Community Solutions will cure any matter objected to by the City prior to closing. Community Solutions may acquire the Property in the name of a single purpose New Mexico limited liability company (the "**Project LLC**") provided that the Project LLC is wholly owned and controlled by Community Solutions and the Project is operated in accordance with the terms of this Agreement.

4. Restrictive Covenant. At closing, Community Solutions will record a land use covenant, in substantially the form of Exhibit A attached hereto, limiting the Property to affordable housing use for a period of not less than 10 years. Such covenant may be recorded after any financing liens are recorded, and the City agrees to execute any documentation reasonably requested by Community Solutions to subordinate such covenant to any financing liens required in the case of a refinancing of the Property.

5. Project Operation. Community Solutions or the Project LLC, either directly or through a contracting entity (the "**Local Partner**"), will operate the Property as affordable housing consistent with the City's affordable housing program as reflected in Santa Fe City Code Chapter 26. Community Solutions warrants that it possesses the experience and expertise necessary to provide the services contemplated by this Agreement, and will in fact provide such services, whether directly or through the Local Partner, in accordance with the highest professional standards. Community Solutions, the Project LLC, or the Local Partner will obtain a certificate of occupancy and all necessary business licenses and permits to operate the Property as affordable housing. Community Solutions is responsible for all necessary operating costs of the Project and maintenance costs of the Property following closing.

6. Performance Measures. Community Solutions, the Project LLC, or the Local Partner will operate the Property as affordable housing including compliance with the following performance measures (the "**Performance Measures**").

(a) *Residency.* COVID-impacted tenant(s) will take up residency in the Property not later than December 30, 2020.

(b) *Services Plan.* Subject to the approval of the City, Community Solutions will enter into a Supportive Services Plan the Local Partner not later than December 30, 2020.

(c) *Management.* Community Solutions, the Project LLC, or the Local Partner will implement a "property management plus" approach to ensure management and tenanting procedures reflect low barriers to entry and high-quality support services.

(d) *Tenant Mix.* Community Solutions will maintain a tenant mix consistent with the *pro forma* delivered to and approved by the City prior to closing, with a minimum of one-third of the units reserved for individuals or families transitioning out of homelessness.

(e) *Operation.* Community Solutions, the Project LLC, or the Local Partner will continue to operate the Project in accordance with the terms of this Agreement and the Supportive Services Plan.

(f) *Ownership.* Community Solutions or the Project LLC will continue to own the Property. (With the City's approval, Community Solutions or the Project LLC may convey the Property to the Local Partner, which approval may be conditioned on requiring the Local Partner's assumption of this Agreement.)

(g) *Existence.* Community Solutions will continue to exist as a tax-exempt nonprofit corporation qualified to do business in New Mexico and operate in the ordinary course of business as Community Solutions has previously. The Project LLC will continue to exist as a limited liability company wholly owned and controlled by Community Solutions or the Local Partner, qualified to do business in New Mexico, and operated in the ordinary course of business as the Project LLC has previously.

(h) *Annual Report.* Community Solutions will provide a written annual program and financial report to the City (and will present such report to any City departments or committees as may be requested), describing compliance with the Performance Measures, number and characteristics of people housed, achievement of proposed housing/income mix, and discussion of program outcomes and long-term housing achievement of tenants.

7. Review of Performance Measures. Community Solutions has no loan obligations for repayment of the Project Funds to the City but is obligated to satisfy the Performance Measures of this Agreement. If Community Solutions is found by the City to be in Default (as defined below), then the City may elect to demand repayment of the Project Funds by Community Solutions. The City's review of the annual reports, and other information and investigation as warranted, shall determine whether Community Solutions is in compliance with this Agreement and is substantially achieving the goals and objectives herein. If any of the Performance Measures has not been met and documented in a manner deemed satisfactory by the City, Community Solutions shall be deemed in default ("**Default**") and within 60 days of the City receiving the annual report or information of such Default, the City shall send a written **Notice of Default** to Community Solutions informing Community Solutions how many days it has to cure the Default or repay the Project Funds not yet discharged. If Community Solutions remains

noncompliant after any applicable cure period, then the City may elect to pursue any and all remedies available in law or equity, including demanding timely repayment by Community Solutions of any Project Funds not yet subject to the phased reduction provision provided below.

8. Phased Reduction. If Community Solutions is in compliance with the terms of this Agreement and has satisfied the Performance Standards, then, beginning on December 30, 2021 and on each anniversary thereof for nine years thereafter, one-tenth of the Project Funds shall be deemed discharged and no longer subject to the repayment provisions of this Agreement.

9. Termination. This Agreement may be terminated: (i) at any time by written agreement of the City and Community Solutions; or (ii) by the City for cause upon failure of Community Solutions to materially comply with the terms of this Agreement. If Community Solutions terminates this Agreement without the consent of the City, or if the city terminates this Agreement for cause, Community Solutions shall repay to the City all of the Project Funds not previously discharged through phased reduction.

10. Status. Community Solutions, the Project LLC, or the Local Partner, and their agents and employees, are not employees of the City. Community Solutions, the Project LLC, or the Local Partner, and their 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. Community Solutions, the Project LLC, or the Local Partner, shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors retained by Community Solutions contractors in the performance of the services under this Agreement. Community Solutions shall be solely responsible to pay all applicable taxes, insurance expenses, licensing fees, and other costs of doing business. Community Solutions shall not purport to bind the City to any obligation not expressly authorized herein. The Agreement is not exclusive and the City may, for any reason, enter into other agreements for services related to or identical to the services contemplated by this Agreement, whether or not this Agreement has expired or been terminated.

11. Certification of Non-Interest. Community Solutions shall certify to the City that to Community Solutions' best information, knowledge, and belief and after reasonable inquiry, no member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during their tenure, or for one year thereafter, has any interest, direct or indirect, in Community Solutions or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. Community Solutions certifies that this provision will be included in all contracts and subcontracts in connection with the Project.

12. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise, and their permitted assigns. Community Solutions shall not assign or transfer any rights, obligations, duties, or other interest in this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Community Solutions is solely responsible for fulfillment of this Agreement; provided, however, that if Community Solutions transfers ownership of the Project LLC and assigns this Agreement to the Local Partner, each of which is subject to the written approval of the City, then Community Solutions shall be relieved of any further responsibility, liability, or obligation under this Agreement. Community Solutions shall not contract any portion of the services to be provided under this Agreement without the City's prior written consent, which consent may be conditioned on the City's approval of the proposed contractor or contract, and which consent may be withheld



in the City's reasonable discretion. Entering into a contract with the Local Partner to operate the Project shall not serve to relieve Community Solutions from any obligations under this Agreement.

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

14. Indemnification. Community Solutions shall defend, indemnify, and hold harmless the City for all losses, damages, claims, or judgments on account of any suit, judgment, execution, claims, actions, or demands whatsoever resulting from Community Solutions' actions or inactions as a result of this Agreement, as well as the actions or inactions of Community Solutions' employees, agents, and subcontractors as a result of this Agreement. Community Solutions shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act.

15. Insurance. Community Solutions shall procure and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance with liability limits of not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said general liability insurance must include coverage for all operations performed by Community Solutions. Contractual liability coverage shall specifically insure the indemnification provisions of this Agreement. Such policies of insurance shall be written by companies authorized to write such insurance in New Mexico. Upon request by the City, Community Solutions shall furnish the City with certificates of such policies in forms satisfactory to the City and such certificates and policies shall provide that 30 days advance written notice be given to the City before the policies are canceled, materially changed, or not renewed.

16. 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.

17. Records and Audit. Community Solutions shall maintain and keep in its possession throughout the term of this Agreement and for a period of three years thereafter, all records related to the Property and the Project. These records shall be subject to inspection by the City and the State Auditor upon notice within three business days.

18. Third-Party Beneficiaries. By entering into this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and Community Solutions. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

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

20. Disputes. Community Solutions and the City's City Manager will attempt to informally resolve any disputes that may arise related to this Agreement. Any dispute not resolved by Community Solutions and the City Manager shall be reported in writing (by Community Solutions acting through the City Manager) to the Mayor within 30 days of Community Solutions'



creed, color, national origin, ancestry, gender, sexual orientation or identity, physical or mental disability, medical condition, or citizenship status.

26. Interpretation. The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the terms thereunder, and shall not be deemed to limit, define, or enlarge the terms of this Agreement. Whenever used herein, unless otherwise indicated by the context, the singular shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be] limited to" were annexed thereafter. The parties were, or had ample opportunity to be, represented by counsel, and as such this Agreement shall not be interpreted for or against either party based on authorship. Since Community Solutions is a corporation, the use herein of "Community Solutions" shall, where reasonable in the best interests of the City, be deemed to indicate and/or include all of the directors, officers, employees, and agents of Community Solutions; provided, however, that such interpretation shall not be used in connection with Community Solutions' indemnity obligations contained in this Agreement.

27. Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, *i.e.*, including Saturdays, Sundays, and holidays as observed by the State of New Mexico; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or such observed holiday, the day for such act shall be first day following such Saturday, Sunday, or observed holiday that is not a Saturday, Sunday, or such observed holiday.

28. Severability. If any terms of this Agreement, or the application of such terms to any circumstance, person, or entity, shall be held illegal, invalid, or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected; provided, however, that the remainder of this Agreement is still capable of performance in substantial accordance with the original intent of the parties.

29. Integration. This Agreement sets forth the entire agreement of the parties with respect to the Project (except for other documents specifically referenced herein, including the pro forma and the Supportive Services Plan) and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Agreement. This Agreement may be executed in multiple counterparts and separate signature pages, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The whereas provisions set forth at the beginning of this Agreement, and any exhibits referenced in and attached to this Agreement, are incorporated herein by this reference.

30. Authority. The individual(s) signing this Agreement on behalf of Community Solutions represent and warrant that they have the power and authority to bind Community Solutions, and that no further action, resolution, or approval from Community Solutions is necessary to enter into a binding contract, and that the performance of Community Solutions' obligations hereunder have been duly authorized.

*[Signatures and approvals on following pages.]*

IN WITNESS WHEREOF, the parties have executed this Project Participation Agreement as of the date first written above.

CITY OF SANTA FE:



\_\_\_\_\_  
Alan M. Webber, Mayor

ATTEST:



\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk  
GB Mtg 12/18/2020

GC  
GC

CITY ATTORNEY'S OFFICE:



\_\_\_\_\_  
Marcos Martinez (Dec 8, 2020 10:39 MST)

\_\_\_\_\_  
Senior Assistant City Attorney

APPROVED FOR FINANCES:



\_\_\_\_\_  
Mary T. McCoy, Finance Director

IN WITNESS WHEREOF, the parties have executed this Project Participation Agreement as of the date first written above.

COMMUNITY SOLUTIONS:

Community Solutions International, Inc.,  
a Delaware nonprofit corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Employer ID Number: \_\_\_\_\_

Business ID Number: \_\_\_\_\_

# DECLARATION OF AFFORDABLE HOUSING RESTRICTIVE COVENANT






# Project Participation Agreement 2020-12-02

Final Audit Report

2020-12-08

Created:	2020-12-08
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsNp60AtISgDSzhIgi3scF-j14zhz_pfi

## "Project Participation Agreement 2020-12-02" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)  
2020-12-08 - 5:36:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
2020-12-08 - 5:36:47 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
2020-12-08 - 5:38:39 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2020-12-08 - 5:39:06 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.  
2020-12-08 - 5:39:06 PM GMT









# GB AFFD HSG COMMUNITY SOLUTIONS PPA

Final Audit Report

2020-12-11

Created:	2020-12-11
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6tYLozoaqbUtWQGL9MKVwGnNCaG-VIDG

## "GB AFFD HSG COMMUNITY SOLUTIONS PPA" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-12-11 - 8:56:36 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2020-12-11 - 8:58:28 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-12-11 - 9:16:46 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2020-12-11 - 9:17:45 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway, CPO 12/11/20 (fadunaway@santafenm.gov) for signature  
2020-12-11 - 9:17:46 PM GMT
-  Email viewed by Fran Dunaway, CPO 12/11/20 (fadunaway@santafenm.gov)  
2020-12-11 - 9:18:14 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway, CPO 12/11/20 (fadunaway@santafenm.gov)  
Signature Date: 2020-12-11 - 9:23:33 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2020-12-11 - 9:23:33 PM GMT



**Signature:** Geralyn Cardenas  
Geralyn Cardenas (Dec 11, 2020 17:15 MST)

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











# GB AFFD HSG COMMUNITY SOLUTIONS PPA 1

Final Audit Report

2020-12-12

Created:	2020-12-11
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAenX6Y_Sy8d7Uqc5hI9DOWEoyIC84FR9B

## "GB AFFD HSG COMMUNITY SOLUTIONS PPA 1" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-12-11 - 11:31:17 PM GMT- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
2020-12-11 - 11:36:16 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2020-12-11 - 11:54:22 PM GMT- IP address: 104.47.64.254
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