



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** June 3, 2024

**TO:** John W Blair, City Manager *JB*

**VIA:** Emily Oster, Finance Department Director *EO*  
 Travis Dutton-Leyda, Chief Procurement Officer *TDL*  
 Rich Brown, Director, Community Development Department *Richard Brown*  
 Alexandra Ladd, Director, Office of Affordable Housing *Alexandra Ladd*

**FROM:** Cody Minnich, Project Manager, Office of Affordable Housing *Cody Minnich*

**ITEM AND ISSUE:**

Request for the Approval of Community Development Block Grant (CDBG) Subrecipient Agreement in the Total Amount of \$35,000 for the Summer Safe Haven for All; Interfaith Community Shelter; (Cody Minnich, Project Manager, Office of Affordable Housing, cjminnich@santafenm.gov, (505) 955-6574)

**BACKGROUND AND SUMMARY:**

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an “entitlement city” which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community’s needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Nine applications were submitted for CDBG funds. Seven CDBG applications were deemed responsive and eligible for funding. Because the funding requests for CDBG far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Consolidated Plan. The City of Santa Fe received a CDBG-EN FY2025 formula allocation of \$623,117, of which 20% is set aside for program administration costs. There was a remaining \$74,418 from previous year entitlement awards that was reprogrammed as well. The following table details the Community Development Commission’s recommendations:

GRANTEE	REQUESTED	RECOMMENDED
Adelante (SFPS)	\$35,000	\$35,000
Homewise	\$250,000	\$0
Chainbreaker Collective	\$100,000	\$75,000
<b>Interfaith Community Shelter</b>	<b>\$45,000</b>	<b>\$35,000</b>
NM Coalition to End Homelessness	\$90,000	\$0
SF Habitat for Humanity	\$250,000	\$200,000
Youth Shelters and Family Services SO	\$20,000	\$20,000
Youth Shelters and Family Services TLP	\$7,880	\$7,880
Youthworks	\$257,500	\$131,538
<b>TOTAL (including admin)</b>	<b>\$1,055,380</b>	<b>\$504,418</b>

**Interfaith Community Shelter at Pete’s Place**  
*Summer Safe Haven for All*  
 \$35,000

The SSHFA provides safe, hospitable shelter and meals to chronically homeless men and women for 23 weeks during the warmer months of the year and provides other services needed to help them transition to stable housing. Funding will pay for a portion of the night staffs' salaries. Interfaith expects to serve a minimum of 400 individuals.

**PROCUREMENT METHOD:**

The procurement method is RFA #24-45-A.

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3204650.

**FUNDING SOURCE:**

The funding source is: *AJH*

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

**Munis Org Name/Number:** Housing Community Development Programs/2402750

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

**ACTION REQUESTED:**

The Office of Affordable Housing respectfully requests your review and approval.

AGREEMENT BETWEEN THE CITY OF SANTA FE, NEW MEXICO AND  
INTERFAITH COMMUNITY SHELTER GROUP, INC FOR  
SUMMER SAFE HAVEN FOR ALL

THIS AGREEMENT, entered this 25th day of June, 2024 by and between the City of Santa Fe, a municipal corporation (herein called the "City") and Interfaith Community Shelter Group, Inc (herein called the "Subrecipient").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF WORK

*Activities*

The Subrecipient will be responsible for administering a Community Development Block Grant ("CDBG") contract for the 2024-25 program year in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Subrecipient will use funding to support approximately 16.2% of the cost of Guest Advocate staff at the Summer Safe Haven for All Shelter, which is open between May through mid-October, with a target goal of serving four hundred (400) extremely low-income persons.

Conditions for funding include:

a. The staff on the CDBG-funded payroll must be directly involved in the daily operation of the funded program/activities.

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Prior to commencement of funded activity, Subrecipient will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the funded activities, if applicable.

B. Subrecipient will participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Subrecipient will ensure that intake staff is trained in completing an assessment identified by the NMCEH CES.

b. Subrecipient will complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

c. Subrecipient will select from the NM CES prioritized list to fill openings when appropriate.

d. Subrecipient will participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

C. Subrecipient will become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report to the NMCEH of unduplicated, de-identified individuals and families experiencing literal homelessness (Homeless Category 1) and commit to quality improvement practices.

D. Subrecipient will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

### *National Objectives*

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the primary national objective of benefiting low- and moderate-income persons.



*Performance Monitoring*

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (e.g., 30 days) after being notified by the City, contract suspension or termination procedures will be initiated.

II. PERIOD OF PERFORMANCE

Services of the Subrecipient shall start on the *1<sup>st</sup> day of July 2024* and end on the *30<sup>th</sup> day of June 2025*. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. WORK PLAN & BUDGET

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

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

LINE ITEM	AMOUNT
Salaries/Wages and Fringe Benefits	\$ 35,000
Fringe Benefits	\$
Office Space (Program only)	\$
Utilities	\$
Communications	\$

Reproduction/Printing	\$
Supplies and Materials	\$
Mileage	\$
Audit	\$
Other (Specify)	\$
Indirect Costs (Specify)	\$
<b>Total</b>	\$ 35,000

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

#### IV. PAYMENT

The City shall pay to the Subrecipient in full payment for services satisfactorily performed, such compensation shall not exceed thirty-five thousand dollars (\$35,000). The total amount payable to the Subrecipient under this Agreement, including gross receipts tax and expenses, shall not exceed thirty-five thousand dollars (\$35,000). This amount is a maximum and not a guarantee that the work assigned to be performed by the Subrecipient under this Agreement shall equal the amount stated herein. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

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

of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

V. NOTICES

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

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

For the City:

City of Santa Fe  
Office of Affordable Housing  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

For the Subrecipient:

Interfaith Community Shelter  
Group, Inc  
PO Box 22653  
Santa Fe, NM 87502

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Professional Liability

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

F. Insurance & Bonding

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

1. *Commercial General Liability* insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising

injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

#### G. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### H. Amendments

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

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient. A request for an amendment must be done in writing and at least 90 days before the end of the agreement.

#### I. Suspension or Termination

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

The City may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Subrecipient is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

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

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

4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

## VII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

The Subrecipient agrees to comply with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” except as modified in 24 CFR 570.502.

#### 1. Accounting Standards.

The Subrecipient shall comply with 2 CFR Part 200.300 (Subpart D) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Subrecipient shall comply with procurement standards and procedures set for by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the standards identified in 2 CFR Part 318. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards. Specific methods of procurement to be followed are further detailed in the Subsection 3, Procurement.

#### 2. Cost Principles.

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

#### 3. Procurement

The Subrecipient shall comply with procurement standards and procedures set for by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the standards identified in 2 CFR Part 318. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards. Specific methods of procurement to be followed are further detailed below.

a. Build America, Buy America Act

The Build America, Buy America Act (“BABA” or “the Act”) was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act, Public Law 117-58. The Act applies to grantees and recipients of Federal Financial Assistance (“FFA”) from HUD, as applied to the iron, steel, manufactured products, and construction materials requirement of the Act. The Act establishes a domestic content procurement preference, the BAP, for Federal infrastructure programs.

b. HUD Waivers for BABA

On November 9, 2022, HUD issued a proposed waiver of the application of the BAP for infrastructure projects whose total cost is an amount equal to or less than the federal Simplified Acquisition Threshold (SAT), which is currently \$250,000. HUD also proposes to waive the application of the BAP for Minor Components of an infrastructure project, such that a cumulative total of no more than a total of 5 percent of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of \$1 million.

Additionally, on December 14, 2022, HUD finalized a waiver for implementing the Build America, Buy America Act (BABA) for exigent circumstances. As a result, HUD has determined that it is not in the public interest to impose the BAP on CDBG projects completing covered infrastructure activities in exigent circumstances, as described in the waiver.

HUD expects to review both waivers every five years from the effective date or more often as appropriate.

c. Notification of Applicability

If applicable to the City’s award of CDBG funds, the Subrecipient will be notified that the requirements of BABA and any amendments thereto apply to the approved activity. The Subrecipient may be required to sign a certification stating that all materials used on the activity will meet the requirements of the Act.

4. Audit Requirements

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



If the entity expends \$750,000 or more during its fiscal year in Federal awards, the entity must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. If the entity expends less than \$750,000 during the entity's fiscal year in Federal awards, it is exempt from Federal audit requirements for that year, except as noted in §200.503. (Records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.)

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

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

#### 5. Subrecipient Match Requirement

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

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

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

Subrecipients will be required to show evidence that they committed matching resources and used them for their intended purposes through monthly expenditure reports as the

project/program proceeds. For example, if the uses of CDBG funds includes salaries and benefits, Subrecipient will need to provide matching funds documentation for salaries and benefits. Sources of match funds may be substituted after grant award, as long as the dollar commitment is met.

## B. Documentation and Record Keeping

### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

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

### 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

### 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

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

6. Closeouts

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient must use program income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. The City reserves the right to have all unexpended program income returned to the City throughout the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Indirect Costs

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

3. Payment Procedures

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

4. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will

not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

5. Expenditures

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

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

6. Progress Reports

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

D. Use and Reversion of Assets

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

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

to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the City deems appropriate].

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

#### VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

#### IX. PERSONNEL & PARTICIPANT CONDITIONS

##### A. Civil Rights

##### 1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act

of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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



C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. HUD Act of 1968 Section 3

a. Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these

requirements shall subject the City, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

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

c. Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### D. Conduct

##### 1. Assignability

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

##### 2. Subcontracts

a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

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

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

### 3. Hatch Act.

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

### 4. Conflict of Interest

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

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either

for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

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

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

## 6. Copyright

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

## 7. Religious Activities

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

## X. ENVIRONMENTAL CONDITIONS

### A. Air and Water

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

1. Clean Air Act, 42 U.S.C., 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.
4. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing

and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

#### D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

#### XI. SEVERABILITY

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

#### XII. SECTION HEADINGS AND SUBHEADINGS

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

#### XIII. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### XIV. NEW MEXICO TORT CLAIMS ACT

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

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

#### XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.



IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

CITY OF SANTA FE

*John Blair*  
John Blair (Jun 21, 2024 11:06 CDT)  
JOHN BLAIR, CITY MANAGER  
DATE: Jun 21, 2024

SUBRECIPIENT:  
INTERFAITH COMMUNITY  
SHELTER GROUP, INC  
*Korina Lopez*  
Korina Lopez (Jun 13, 2024 13:04 MDT)  
KORINA LOPEZ  
EXECUTIVE DIRECTOR

ATTEST:

*[Signature]*  
GERALYN CARDENAS, INTERIM CITY CLERK  
*XIV*

New Mexico Taxation &  
Revenue Dept  
CRS # 031132553007

City of Santa Fe Business  
Registration # 222294

CITY ATTORNEY'S OFFICE:

*Patricia Feghali*  
Patricia Feghali (Jun 13, 2024 13:07 MDT)  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  
EMILY OSTER  
FINANCE DIRECTOR

# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Interfaith Shelter – Summer Safe Haven for All

**Procurement/contract Title:** RFA 24/45/A

**Procurement Method/Vehicle:**  Sole Source  State Price Agreement/Existing  Cooperative  Request For Proposals(RFP)  Invitation To Bid (ITB)  Exempt: 13-1-98  Small Purchase (Contract Under \$60,000)  Other: \_\_\_\_\_

**Requesting Department:** Office of Affordable Housing      **Staff Name:** Roberta Catanach

**Procurement Requirements:**

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)**

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Written Determination (srvs)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Quote(s) (3 Valid &amp; Current for Over 20k)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>RFP - Confidential info to be provided to GB by CPD Buyer</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>BAR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>ITB (include bid tab)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>FIR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Other: _____</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Certificate of Insurance (srvs)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Horizon Declination or Screenshot of <a href="http://horizonsofnewmexico.org/services.html">horizonsofnewmexico.org/services.html</a> (srvs)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Summary of Contract (only on contracts)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Current Santa Fe Business Registration (or Exemption if no tax)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Evaluation Committee Report (RFPs only)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>&gt;20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)</b>			

Roberta Catanach

Department Point of Contact

Contract Admin 6/7/2024

Title Date

Alexandra Ladd Alexandra Ladd (Jun 12, 2024 10:58 MDT)

Department Director

6/7/2024

Date

[Signature]

Chief Procurement Officer

Jun 18, 2024

Date

\_\_\_\_\_

ITT Representative

\_\_\_\_\_

Title

Date





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

## BUSINESS REGISTRATION

**Business Name:** INTERFAITH COMMUNITY SHELTER  
DBA: INTERFAITH COMMUNITY  
SHELTER

**Business Location:** 2801 CERRILLOS RD  
SANTA FE, NM 87501

**Owner:** KENNETH SEMAON

**License Number:** 222294

**Issued Date:** January 31, 2024

**Expiration Date:** January 31, 2025

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

INTERFAITH COMMUNITY SHELTER  
PO BOX 22653  
SANTA FE, NM 87502

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2024

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

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

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services (SOW)</b> 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	<b>CONTACT NAME:</b> Melanie Martinez <b>PHONE (A/C, No, Ext):</b> (505) 428-4266 <b>FAX (A/C, No):</b> (866) 487-3972 <b>E-MAIL ADDRESS:</b> melanie.martinez@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # <b>INSURER A :</b> Berkley Regional Insurance Company 29580 <b>INSURER B :</b> New Mexico Employer's Assurance Company 13674 <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**INSURED**  
**Interfaith Community Shelter Group Inc.**  
 PO Box 22653  
 Santa Fe, NM 87502

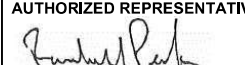
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		HHN 8532597	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HHN 8532597	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HHN 8532597	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	63790.115	11/1/2023	11/1/2024	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Professional Liab			HHN 8532597	12/1/2023	12/1/2024	Each Claim	1,000,000
A	Professional Lia			HHN 8532597	12/1/2023	12/1/2024	Aggregate	2,000,000

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

Primary and Noncontributory  
10 day cancellation

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

## **GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

## **A. BROADENED BODILY INJURY**

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

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

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

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

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

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

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

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

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

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

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

## **C. BROADENED PROPERTY DAMAGE**

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

**a. Expected Or Intended Injury**

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

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

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

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

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

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

c. \$500,000; or

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

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

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

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

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

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

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

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

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

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

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

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

The Medical Expense Limit shall be the greater of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



This exclusion does not apply to:

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

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

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

##### **10. Liberalization**

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

##### **11. Notice To Company**

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

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

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

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

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

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

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

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

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

**b. Additional Insured - Contractual Obligations**

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

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

**c. Additional Insured - Funding Sources**

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

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

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

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

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

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

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

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

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

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

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

**g. Additional Insured - LIMITATIONS**

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

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

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

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

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

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

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

**L. BLANKET WAIVER OF SUBROGATION**

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

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

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

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

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

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

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

a. You;

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

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

# 24-0407 Interfaith Community Shelter Group

Final Audit Report

2024-06-25

Created:	2024-06-24
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5vHzu3_FFZ0VPZv03PXNVs5ehap4h88S

## "24-0407 Interfaith Community Shelter Group" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-06-24 - 11:14:21 PM GMT- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
2024-06-24 - 11:16:35 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
2024-06-25 - 9:49:15 PM GMT- IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
Signature Date: 2024-06-25 - 9:49:44 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-06-25 - 9:49:44 PM GMT