



City of Santa Fe, New Mexico

Memorandum



DATE: June 3, 2024

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
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 Amendment No. 2 to the Affordable Housing Trust Fund (AHTF) Contract in the Total Amount of \$125,000 for Mortgage Principal Reduction to Extend the Term through June 30, 2025; Santa Fe Habitat For Humanity; (Cody Minnich, Project Manager, Office of Affordable Housing, cjminnich@santafenm.gov, (505) 955-6574)

BACKGROUND AND SUMMARY:

On February 12, 2024, Santa Fe Habitat for Humanity formally requested an extension on their 2022-23 AHTF contract for their Mortgage Principal Reduction program.

Santa Fe Habitat For Humanity expected their building on Alto Street to begin in the fall of 2023, and now expects this project to begin early spring 2025. The project is multi-family and construction will allow for all the assistance to be expended no later than spring of 2025.

The Office of Affordable Housing requests approval of this amendment, in order for SF Habitat for Humanity to have ample time to utilize these subsidies for their clients.

PROCUREMENT METHOD:

The procurement method is RFA #22/03/R.

CONTRACT NUMBER:

The Munis contract number is 3203358.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/Fund 240

Munis Org Name/Number: Affordable Housing Trust Fund/2400223

Munis Object Name/Number: Subsidy Payments/510500

ACTION REQUESTED:

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

Item# 24-0456
Munis Contract# 3203358
Original Contract Item# 22-0394
RFA #: 22/03/R

**CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICE AGREEMENT
ITEM # 22-0394**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE SERVICE AGREEMENT, dated August 22, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Santa Fe Habitat For Humanity** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to utilize Affordable Housing Trust Funds (AHTF) to support an affordable housing program for the City.
- B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2025. The City

reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
SANTA FE HABITAT FOR HUMANITY

John Blair
John Blair (Jul 1, 2024 17:23 MDT)

Kurt F Krahn

JOHN BLAIR
CITY MANAGER

KURT KRAHN
EXECUTIVE DIRECTOR

DATE: Jul 1, 2024

CRS# 02-070960009

Registration # 225494

ATTEST:

GERALYN

GERALYN CARDENAS, INTERIM CITY CLERK
XIV

CITY ATTORNEY’S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 12, 2024 10:27 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203358 Procurement # (RFP/ITB# If any):

Contractor: Santa Fe Habitat For Humanity (AHTF) DPA

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: Contractor will provide down payment assistance, 0%, no payment due until sale or transfer for low income homebuyer households earning less than 805 AMI

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: 06/30/2023 Term End Date: 06/30/2025 Total Contract Amount: \$125,000

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease:

1.b Amendment #: 2 to the Original Contract/Lease # Item #22-0394

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: Extend Term from 6/30/2024 to 6/30/2025

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for:

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original contract: \$125,000 (Item #22-0394) RFA 22/03/R

Amendment #1 - Extend term to 06/30/2024 (Item #23-0190)

Amendment #2 (current) - Extend term to 06/30/2025

3. Procurement History: RFA 22/03/R

Jordan Lovato Montano

Purchasing Officer Review:

Jun 27, 2024

Date:

Comment & Exceptions: Extending term only

4. Funding Source: 240 Org / Object: 2400223.510500

Andy Hopkins

Budget Officer Approval:

Jun 27, 2024

Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Roberta Catanach Phone #: 505-955-6421

To be recorded by City Clerk: _____ Email: rlcatanach@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) _____ Title _____ Date _____

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Santa Fe Habitat For Humanity (Principle Reduction Assistance)

Procurement/contract Title: RFA #22/03/R

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: RFA

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

Roberta Catanach *Roberta Catanach*
 Department Point of Contact

Contract Admin 2/21/2024
 Title Date

Alexandra Ladd *Alexandra Ladd*
 Department Director

 Date

JoAnn Lovato Montano
 Chief Procurement Officer

Jun 27, 2024
 Date

 ITT Representative

 Title Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

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).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando	
	PHONE (A/C, No, Ext): (505) 992-1873	FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : New Mexico Security Insurance Company		15349
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

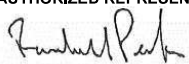
INSURED Santa Fe Habitat for Humanity 2520 Camino Entrada, Ste A Santa Fe, NM 87507

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	69560115	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Habitat for Humanity International 322 West Lamar Street Americus, GA 31709	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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REQUEST FOR WAIVER OF INSURANCE

Date: 05/18/2022 Division/department: Office of Affordable Housing

Project manager: Alexandra Ladd Phone: 505-955-6421

Requested for:

- General liability Auto liability Professional liability
- Workers compensation (Mandatory unless sole proprietor) Other insurance

Scope of services: Sober Living Rental Assistance

Why the request for waiver: Professional Liability coverage is not available for Down Payment assistance because they utilize subcontractors for the closing services.

Division evaluation of risk:

What is the term and annual dollar amount of the contract: \$125,000

- Is our standard contract being used: Yes No
- Was the contractor asked if they carry insurance: Yes No
- Is there construction/demolition: Yes No
- Is there potential for bodily injury or property damage: Yes No
- Are crowds or children likely to be involved: Yes No
- Will the contractor be working on site in the City: Yes No
- Is the contractor a professional (licensed, certified): Yes No
- Will the City rely on information to make future decisions: Yes No
- Could poor, non-performance or the product cause loss: Yes No
- Office of Risk Management recommendation: Yes No

Melanie Lovato

Insurance Waiver Approved Insurance Waiver Not Approved

John Blair
John Blair (Jul 13, 2022 18:23 MDT)

John Blair, City Manager

_____ Date



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

BUSINESS REGISTRATION

Business Name: SANTA FE HABITAT FOR HUMANITY
DBA: SANTA FE HABITAT FOR HUMANITY

Business Location: 2520 CAMINO ENTRADA A
SANTA FE, NM 87507

Owner: SANTA FE HABITAT FOR HUMANITY

License Number: 225494

Issued Date: April 23, 2024

Expiration Date: April 23, 2025

CRS Number: 02070960009

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

SANTA FE HABITAT FOR HUMANITY
2520 CAMINO ENTRADA A
SANTA FE, NM 87507

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



City of Santa Fe, New Mexico

Memorandum



DATE: April 15, 2023

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
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 Amendment No. 1 to the Affordable Housing Trust Fund (AHTF) Contract in the Total Amount of \$125,000 for Mortgage Principal Reduction to extend the contract term through June 30, 2024; Santa Fe Habitat For Humanity; (Cody Minnich, Project Manager, Office of Affordable Housing, cjminnich@santafenm.gov, (505) 955-6574)

BACKGROUND AND SUMMARY:

On February 5, 2023, Santa Fe Habitat for Humanity formally requested an extension on their 2022-23 AHTF contract for their Mortgage Principal Reduction program.

Santa Fe Habitat For Humanity is making this request because of disruptive events related to the COVID-19 crisis which interrupted supply chains and contracted labor supplies. Additionally, Santa Fe Habitat relies on volunteer labor which also has impacted their home construction.

PROCUREMENT METHOD:

The procurement method is RFA #22/03/R.

CONTRACT NUMBER:

The Munis contract number is 3203358.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/Fund 240

Munis Org Name/Number: Affordable Housing Trust Fund/2400223

Munis Object Name/Number: Subsidy Payments/510500

ACTION REQUESTED:

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

Contract # 3203358

Item # 23-0190

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE SERVICE AGREEMENT
ITEM#22-0394**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE AGREEMENT, dated August 22, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Habitat For Humanity (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to provide principal reduction assistance, zero percent (0%), no payment due until sale or transfer for four (4) low-income homebuyers households earning less than 80% AMI.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM AND EFFECTIVE DATE.

Article 3 of the Agreement is hereby Amended to read as follows:

This Agreement shall terminate on June 30, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No 1 to the City of Santa Fe Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

CONTRACTOR:
SANTA FE HABITAT FOR
HUMANITY

John Blair
John Blair (May 3, 2023 17:59 MDT)

JOHN BLAIR, CITY MANAGER

Kurt F Krahn

KURT KRAHN
EXECUTIVE DIRECTOR

DATE: May 3, 2023

DATE: _____

ATTEST:

Kristine Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 19, 2023 15:45 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 3, 2023 17:37 MDT)
EMILY OSTER
FINANCE DIRECTOR

2400223.510500^{Att}
ORG/OBJ



City of Santa Fe, New Mexico

Memorandum



DATE: April 15, 2023

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
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:

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PROCUREMENT METHOD:

The procurement method is RFA #22/03/R.

CONTRACT NUMBER:

The Munis contract number is 3203358.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/Fund 240

Munis Org Name/Number: Affordable Housing Trust Fund/2400223

Munis Object Name/Number: Subsidy Payments/510500

ACTION REQUESTED:

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



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203358

Contractor: Santa Fe Habitat For Humanity - AHTF - DPA

Description: **Contractor will provide down payment assistance, 0%, no payment due until sale or transfer for fice low income homebuyer households earning less than 80% AMI**

Contract Agreement Lease / Rent Amendment

Term Start Date: Upon Approval Term End Date: 06/30/2024

Approved by Council Date: _____

Contract / Lease:

Amendment # 2 to the Original Contract / Lease # 3203358

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: 06/30/2024

Approved by Council Date: _____

Amendment is for: Extending Term

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

Original Contract: \$125,000 (Item # 22-0394)

Amendment #1 - to extend term to 06/30/2024 (Item # 22-0268)

Amendment #2 - Extend term to 06/30/2024

3. Procurement History: _____

 _____ Apr 25, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: extend term

4. Funding Source: 240 Org / Object: 2400223.510500

 _____ Apr 25, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE HABITAT FOR HUMANITY
DBA: SANTA FE HABITAT FOR HUMANITY

Business Location: 2520 CAMINO ENTRADA A
SANTA FE, NM 87507

Owner: SANTA FE HABITAT FOR HUMANITY

License Number: 225494

Issued Date: April 21, 2023

Expiration Date: April 21, 2024

CRS Number: 02070960009

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

SANTA FE HABITAT FOR HUMANITY
2520 CAMINO ENTRADA A
SANTA FE, NM 87507

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



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Habitat For Humanity (Principal Reduction Assistance)

Procurement Title: RFA #22/03/R

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Roberta Catanach Contract Administrator 04/17/2023

Department Rep Printed Name (attesting that all information included) Title Date
[Signature] Contracts Supervisor Apr 25, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/01/2023

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

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

PRODUCER: Lockton Affinity, LLC, Kansas City, MO 64187-3401
INSURED: Santa Fe Habitat for Humanity, 2520 Camino Entrada Ste A, Santa Fe, NM 87507
CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

PROOF OF COVERAGE

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe - HCDD/Affordable Housing, P.O. Box 909, Santa Fe, NM 87504
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
AUTHORIZED REPRESENTATIVE: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2023

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).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Whitney Machacek PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Whitney.Machacek@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED Santa Fe Habitat for Humanity 2414 Cerrillos Rd. Santa Fe, NM 87505	INSURER A : New Mexico Security Insurance Company NAIC # 15349
	INSURER B : RLI Insurance Company 13056
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	69560114	4/1/2023	4/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Lic Bond			LSM0517416	7/31/2022	7/31/2025	Bond Limit 10,000

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

CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Ave. Santa Fe, NM 87504-0909	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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REQUEST FOR WAIVER OF INSURANCE

Date: 05/18/2022 Division/department: Office of Affordable Housing

Project manager: Alexandra Ladd Phone: 505-955-6421

Requested for:

- General liability
 Auto liability
 Professional liability
 Workers compensation (Mandatory unless sole proprietor)
 Other insurance

Scope of services: Sober Living Rental Assistance

Why the request for waiver: Professional Liability coverage is not available for Down Payment assistance because they utilize subcontractors for the closing services.

Division evaluation of risk:

What is the term and annual dollar amount of the contract: \$125,000

Is our standard contract being used: Yes No

Was the contractor asked if they carry insurance: Yes No

Is there construction/demolition: Yes No

Is there potential for bodily injury or property damage: Yes No

Are crowds or children likely to be involved: Yes No

Will the contractor be working on site in the City: Yes No

Is the contractor a professional (licensed, certified): Yes No

Will the City rely on information to make future decisions: Yes No

Could poor, non-performance or the product cause loss: Yes No

Office of Risk Management recommendation: Yes No

Melanie Lovato

Insurance Waiver Approved

Insurance Waiver Not Approved

John Blair
John Blair (Jul 13, 2022 18:23 MDT)

John Blair, City Manager

Date



City of Santa Fe, New Mexico

Memorandum



DATE: March 31, 2022

TO: John W Blair, City Manager

VIA: Alexis Lotero, Interim Finance Department Director
Fran Dunaway, Chief Procurement Officer
Alexandra Ladd, Director, Office of Affordable Housing *Alexandra Ladd*
Richard Brown, Director Community & Economic Development *Richard Brown*

FROM: Cody Minnich, Housing Grant Manager

ITEM AND ISSUE:

Request for the Approval of Service Agreement in the Total Amount of \$125,000 for Down Payment Assistance; (Santa Fe Habitat for Humanity); (Cody Minnich, cjminnich@santafenm.gov, (505) 955-6574)

BACKGROUND AND SUMMARY:

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. These funds are used for affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act. AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Application on January 27, 2022 to support housing solutions for people experiencing homelessness, those at risk of homelessness or who are precariously/unsuitably housed, those at risk of losing their housing either because of eviction, foreclosure or safety and condition issues, including homeowners, or renters/homeowners who are heavily cost burdened.

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicants must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

For RFA #22/03/R, a balance of \$3,000,000 in the AHTF is available. Applications were reviewed and funding recommendations were made by the City's Community Development Commission (CDC) at the CDC Meeting on March 2nd. Awards are based on the applicant's demonstration of how the proposed project meets the City's priority of preventing homelessness, ending homelessness, and/or stabilizing the housing situations of those who are at risk of losing their housing. The following criteria was evaluated by the CDC to make funding recommendations:

- 1) Funding: the proposed project budget is realistic, funds are leveraged at a 3:1 ratio from other sources (for every \$1 of AHTF, \$3 is from other sources), revenue is sufficient to accomplish the proposed project and matching funds are secured.

2) Need/Benefit and Project Feasibility: the proposed project addresses underlying/systemic challenges in the community, is responsive to current/future market demand, and the applicant demonstrates feasibility through site control, if applicable, and provides a realistic timeframe for the completion of proposed activities.

3) Affordability: the proposed project effectively meets the income eligibility requirements of the NM Affordable Housing Act, and applicant describes how affordability targets will be achieved and monitored over time for compliance, and how equity will be secured.

4) Organizational Capability and Management: the applicant adequately describes its organizational experience, expertise in the proposed type(s) of housing or assistance, and demonstrates financial soundness.

Eleven applications were submitted for the AHTF funds. Eleven AHTF applications were deemed responsive and eligible for funding. Because the funding requests for AHTF far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five Year Affordable Housing Strategic Plan. The Table below details all of the Community Development Commission’s recommendations:

GRANTEE	REQUESTED	RECOMMENDED
Adelante (SFPS)	\$60,000	\$60,000
Arbor Lodging Partners	\$2,000,000	\$200,000
Homewise	\$400,000	\$400,000
Life Link	\$250,000	\$250,000
NM Coalition to End Homelessness	\$250,000	\$250,000
SF Habitat for Humanity	\$125,000	\$125,000
SF Recovery Center	\$100,500	\$100,500
SF Community Housing Trust #1	\$500,000	\$500,000
SF Community Housing Trust #2	\$20,000	\$20,000
St Elizabeth Shelters	\$250,000	\$250,000
Youthworks	\$180,000	\$180,000
TOTAL	\$4,135,500	\$2,335,500

Santa Fe Habitat for Humanity – Down Payment Assistance Program

Amount Requested: \$125,000

Amount Recommended: \$125,000

Funding will support the construction/purchase of five (5) affordably-priced homes by providing down payment assistance to five income-certified households, earning no more than 80%AMI.

PROCUREMENT METHOD:

The procurement method is the RFA # 22/03/R which expires June 30, 2023.

CONTRACT NUMBER:

The FY22 Munis contract number is 3203358.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/Fund 240

Munis Org Name/Number: Affordable Housing Trust Fund/2400223

Munis Object Name/Number: Subsidy Payments/510500

ACTION REQUESTED:

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






Memo - SF Habitat (AHTF)

Final Audit Report

2022-06-01

Created:	2022-06-01
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACqpnjrzrlqIghGulCEyZX-kDxS7nTei

"Memo - SF Habitat (AHTF)" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2022-06-01 - 5:01:11 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2022-06-01 - 5:01:27 PM GMT
-  Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2022-06-01 - 6:13:50 PM GMT- IP address: 63,232,20,2
-  Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2022-06-01 - 6:13:59 PM GMT - Time Source: server- IP address: 63,232,20,2
-  Agreement completed.
2022-06-01 - 6:13:59 PM GMT






SF Habitat \$125,000 (d) Memo - signed

Final Audit Report

2022-06-19

Created:	2022-06-17
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU0yixDoCYBt6b6DW7052IUBvnON0_TdN

"SF Habitat \$125,000 (d) Memo - signed" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2022-06-17 - 9:00:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to Richard Brown (rdbrown@ci.santa-fe.nm.us) for signature
2022-06-17 - 9:01:15 PM GMT
-  Email viewed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
2022-06-19 - 11:36:46 PM GMT- IP address: 98.60.110.119
-  Document e-signed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
Signature Date: 2022-06-19 - 11:37:12 PM GMT - Time Source: server- IP address: 98.60.110.119
-  Agreement completed.
2022-06-19 - 11:37:12 PM GMT

**CITY OF SANTA FE
SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and Santa Fe Habitat For Humanity herein after referred to as the “Contractor.”

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as a provider of affordable housing programming, rendering services related to providing affordable support services and subsidy for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of one year, as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to support the following affordable housing program for the City:

A. Contractor will provide down payment assistance, zero percent (0%), no payment due until sale or transfer for five (5) low-income homebuyer households earning less than 80% Area Median Income (AMI), with the target income ranges as follows:

- a. Two (2) households earning 30 – 50%AMI
- b. Two (2) households earning 50 – 65%AMI
- c. One (1) household earning 65 – 80%AMI

B. Homes will be built with the costs of construction brought down by the “sweat equity” of the future homeowner and constructed partially using volunteer labor and

materials.

C. Upon resale, liens will be repaid to the Contractor and revolved back into its down payment assistance program.

D. Contractor 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 quarterly reporting form.

E. Contractor will provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

2. Performance of Services

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and its designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred twenty five thousand dollars (\$125,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$125,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the**

total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City

agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

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

B. **Notice; City Opportunity to Cure.**

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to

perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. Amendment

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

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

9. Status of Contractor

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

10. Assignment

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

11. Subcontracting

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination

for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

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

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

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

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

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

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

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

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

33. **Insurance**

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

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

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing;
or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the

determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor: Santa Fe Habitat For Humanity
2520 Camino Entrada
Santa Fe, NM 87507

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

To the Contractor: Santa Fe Community Housing Trust

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief

pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

47. **Default and Force Majeure.**

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

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

CITY OF SANTA FE:

John Blair
John Blair (Aug 22, 2022 13:32 MDT)
JOHN BLAIR
CITY MANAGER

DATE: Aug 22, 2022

CONTRACTOR:
SANTA FE HABITAT FOR HUMANITY

Kurt F Krahn
KURT KRAHN
EXECUTIVE DIRECTOR

New Mexico Taxation & Revenue
Dept 02-070960009

City of Santa Fe Business
Registration # 225494

ATTEST:

Kristine Bustos Mihelcic
KRISTINE BUSTOS MIHELICIC
CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 31, 2022 08:17 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero

Alexis Lotero (Aug 19, 2022 15:04 MDT)

ALEXIS LOTERO
ACTING FINANCE DIRECTOR

2400223.510500 AH
Org.Name/Org.# ^{AH}







(b) SF Habitat (AHTF) \$125,000

Final Audit Report

2022-06-05

Created:	2022-05-31
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfAy6raOxWdn4r_wpC6w0znamVaozL-5f

"(b) SF Habitat (AHTF) \$125,000" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2022-05-31 - 8:36:31 PM GMT- IP address: 172.58.8.214
-  Document emailed to Kurt Krahn (kurt@santafehabitat.org) for signature
2022-05-31 - 8:37:18 PM GMT
-  Email viewed by Kurt Krahn (kurt@santafehabitat.org)
2022-05-31 - 10:12:05 PM GMT- IP address: 98.60.121.236
-  Email viewed by Kurt Krahn (kurt@santafehabitat.org)
2022-06-05 - 9:31:01 PM GMT- IP address: 98.60.53.130
-  Document e-signed by Kurt Krahn (kurt@santafehabitat.org)
Signature Date: 2022-06-05 - 9:31:31 PM GMT - Time Source: server- IP address: 98.60.53.130
-  Agreement completed.
2022-06-05 - 9:31:31 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203358

Contractor: SF HABITAT FOR HUMANITY (AHTH) DPA

Description: **Contractor will provide down payment assistance, 0%, no payment due until sale or transfer for five low income homebuyer households earning less than 80% AMI**

Contract Agreement Lease / Rent Amendment

Term Start Date: Upon approval Term End Date: 06/30/2023

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract: \$125,000 for Down payment assistance (RFA - 22/03/R)

3. Procurement History: _____

[Signature] Aug 15, 2022
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____ Secured via RFA

4. Funding Source: 240 Org / Object: 2400223.510500

Andy Hopkins Aug 12, 2022
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Habitat For Humanity (Principial Reduction Assistance)

Procurement Title: RFA 22/03/R

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Roberta Catanach Contract Administrator 05/21/2022

Department Rep Printed Name (attesting that all information included) Title Date
[Signature] Contracts Supervisor Aug 15, 2022

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2022

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

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

PRODUCER Lockton Affinity, LLC P. O. Box 873401 Kansas City, MO 64187-3401	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C, No, Ext): 888-553-9002 E-MAIL ADDRESS:	FAX (A/C, No): 913-652-3967
	INSURER(S) AFFORDING COVERAGE	
INSURED Santa Fe Habitat for Humanity 2520 Camino Entrada Ste A Santa Fe, NM 87507	INSURER A: Ace American Insurance Co. NAIC # 22667	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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		GL1065365-22	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Builder's Risk -Special Form			BR1065365-22	04/01/2022	04/01/2023	Limit \$10,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured as required by Written Contract.

CERTIFICATE HOLDER

CANCELLATION

1065365 City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2022

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

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

Table with PRODUCER (License # 0757776, HUB International Insurance Services), CONTACT NAME, PHONE (505) 982-4296, FAX (866) 621-0427, INSURED (Santa Fe Habitat for Humanity), and INSURER A (New Mexico Security Insurance Company) with NAIC # 15349.

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes sections for COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

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

CERTIFICATE HOLDER

CANCELLATION

Table with CERTIFICATE HOLDER (City of Santa Fe, 200 Lincoln Ave.) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).



REQUEST FOR WAIVER OF INSURANCE

Date: 05/18/2022 Division/department: Office of Affordable Housing

Project manager: Alexandra Ladd Phone: 505-955-6421

Requested for:

- General liability Auto liability Professional liability
 Workers compensation (Mandatory unless sole proprietor) Other insurance

Scope of services: Sober Living Rental Assistance

Why the request for waiver: Professional Liability coverage is not available for Down Payment assistance because they utilize subcontractors for the closing services.

Division evaluation of risk:

What is the term and annual dollar amount of the contract: \$125,000

- Is our standard contract being used: Yes No
Was the contractor asked if they carry insurance: Yes No
Is there construction/demolition: Yes No
Is there potential for bodily injury or property damage: Yes No
Are crowds or children likely to be involved: Yes No
Will the contractor be working on site in the City: Yes No
Is the contractor a professional (licensed, certified): Yes No
Will the City rely on information to make future decisions: Yes No
Could poor, non-performance or the product cause loss: Yes No
Office of Risk Management recommendation: Yes No

Melanie Lovato

- Insurance Waiver Approved Insurance Waiver Not Approved

John Blair
John Blair (Jul 13, 2022 18:23 MDT)

John Blair, City Manager

Date



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

BUSINESS REGISTRATION

Business Name: SANTA FE HABITAT FOR HUMANITY
DBA: SANTA FE HABITAT FOR
HUMANITY

Business Location: 2520 CAMINO ENTRADA A
SANTA FE, NM 87507

CRS Number: 02070960009

Owner: SANTA FE HABITAT FOR HUMANITY

License Number: 225494

License Type: Business License - Renewable

Issued Date: January 14, 2022

Classification: Contractor - General

Expiration Date: January 14, 2023

Fees Paid: \$35.00

SANTA FE HABITAT FOR HUMANITY
2520 CAMINO ENTRADA A
SANTA FE, NM 87507

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.

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24-0456 Santa Fe Habitat for Humanity

Final Audit Report

2024-07-18

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