



City of Santa Fe, New Mexico

Memorandum



DATE: June 3, 2024

TO: John W Blair, City Manager *JB*

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 the Professional Services 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. In recent years, the Governing Body has committed \$3,000,000 annually to the trust fund to respond to the urgent housing needs in Santa Fe. 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 16, 2024 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.

RFA #24/44/A. For RFA #24/44/A, a balance of \$3,877,554 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 4, 2024. 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.

Projects Funded. Fifteen applications were submitted for the AHTF funds. Twelve 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
Homewise	\$750,000	\$600,000
Life Link	\$250,000	\$250,000
NM Coalition to End Homelessness (Early Intervention)	\$227,272.73	\$222,554
NM Coalition to End Homelessness (Consuelo’s Place Shelter)	\$713,000	\$0
Scott’s House, Inc.	\$100,000	\$0
SF Civic Housing Authority Country Club Apts*	\$1,000,000	\$400,000
SF Civic Housing Authority Ocate Apts*	\$600,000	\$600,000
SF Civic Housing Authority Village Sage, Stagecoach, Soleras	\$600,000	\$0
SF Habitat for Humanity	\$125,000	\$125,000
SF Recovery Center	\$60,000	\$60,000
SF Community Housing Trust Down Payment Assistance	\$600,000	\$500,000
SF Community Housing Trust Arroyo Oeste Phase II	\$1,200,000	\$600,000
St Elizabeth Shelters	\$250,000	\$250,000
Youthworks	\$210,000	\$210,000
TOTAL	\$6,745,272.73	3,877,554

**The two SF Civic Housing Authority awards will be administered in one contract totaling \$1,000,000*

Santa Fe Habitat For Humanity

Down Payment Assistance

\$125,000

SFHFH is requesting an additional \$125,000 to complement their unexpended 22-23 AHTF contract of \$125,000 for down payment assistance for their Alto Street project. Due to project delays, the cost of materials has increased and the cost per unit at the Alto Street project is approximately \$200,000.

PROCUREMENT METHOD:

The procurement method is RFA #24-44-A.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204631.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/Fund 240



City of Santa Fe, New Mexico

Memorandum



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
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **SANTA FE HABITAT FOR HUMANITY**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

A. Contractor will use AHTF Funds to subsidize the construction of homes sold at a restricted price, according to the City’s Santa Fe Homes Program (SFHP) pricing schedule, to homebuyers earning at or below 120% of Area Median Income (AMI). The subsidy will be applied to cover the gap between the effective sales price and the actual cost of construction, calculated based on the size and configuration of the unit(s), lot layouts and infrastructure requirements, and other unique conditions of development.

B. Contractor will provide mortgage assistance funding to a minimum of five (5) client households at or below 120% Area Median Income (AMI). Loans are deferred, 0% interest and due upon resale, refinance, or failure to occupy the home as a principal residence. Upon resale, liens will be repaid to the Contractor and revolved back into its mortgage assistance program. In order for the transaction to be eligible for AHTF funds, the following applies:

1. Households are income-certified as described above;
2. Households have completed homebuyer training and are certified as “mortgage ready”;
3. Households are purchasing a home within city limits or within the metro-area immediately surrounding the city so long as the homebuyer is employed within city limits or at a Santa Fe-based business.

C. Activities carried out in Articles A and B should benefit a minimum of five (5) households earning 120% AMI or less with the goal to serve the following income categories: two (2) households earning 30-50% AMI; two (2) households earning 50-65% AMI; and one (1) households earning 65-80% AMI.

D. 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.

E. Contractor will report to the City on a quarterly basis the use of funds, income from prior allocations that were revolved as mortgage assistance to new homebuyers program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form. 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. Standard of Performance; Licenses

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

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000), including gross receipts tax. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and

accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

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

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2025 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

5. Termination

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

B. Notice; City Opportunity to Cure.

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

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

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

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

DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

- A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Merger

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

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

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

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

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

23. Records and Financial Audit

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

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

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

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

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond

the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

SANTA FE HABITAT FOR HUMANITY

John Blair
John Blair (Jul 23, 2024 14:28 MDT)
JOHN W. BLAIR
CITY MANAGER

Kurt F Krahn
KURT KRAHN
EXECUTIVE DIRECTOR

DATE: Jul 23, 2024

CRS#: 02-070960-00-9

Registration #: 225494

ATTEST:

GERALYN CARDENAS
GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jul 2, 2024 08:29 MDT)
ASSISTANT CITY ATTORNEY

xiv



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: 3204631 Procurement # (RFP/ITB# If any):

Contractor: Santa Fe Habitat For Humanity

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

Description/Title: Contractor will use funds to subsidize the construction of homes sold at a restricted price according to the Citys SFHP pricing schedule to homebuyers earning at or below 120% AMI

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: Upon Approval 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: Contract

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: \$125,000

Extend Expiration Date to: 06/30/2025

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: \$125,000

3. **Procurement History:** RFA: 24/44/A

JoAnn Lovato Montano
JoAnn Lovato Montano (Jul 22, 2024 11:07 MDT)

Jul 22, 2024

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____

4. **Funding Source:** 240

Andy Hopkins

Org / Object: 2400223.510500

Jul 19, 2024

Budget Officer Approval: _____

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 - DPA

Procurement/contract Title: RFA 24/44/A

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

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

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	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, s 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 type="checkbox"/>	<input checked="" 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

Department Point of Contact

Alexandra Ladd *Alexandra Ladd*

Department Director

JoAnn Lovato Montano

Chief Procurement Officer

ITT Representative

Contract Admin 6/7/2024

Title Date

6/7/2024

Date

Jul 22, 2024

Date

Title 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2024

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 INSURERS(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: PHONE (A/C No. Ext): 888-553-9002 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC INSURER-A: ACE American Insurance Co. 27960 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		GL1065365-24	04/01/2024	04/01/2025	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						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
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per Person)	\$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N						WC STATUTORY LIMITS	OTH-ER
	OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under						E.L. EACH ACCIDENT	\$
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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
--	--



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.

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) CONTACT NAME: Michelle Vialpando PHONE: (505) 992-1873 FAX: (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER CANCELLATION

Certificate holder information: Habitat for Humanity International, 322 West Lamar Street, Americus, GA 31709. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

(1a) SF Habitat - AHTF - \$125,000 (for Teams)










1


Final Audit Report


2024-07-23


Created:	2024-07-19
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXc0C7E3DFDMJzkD6rg-yNUO-Fa1vugBm


"(1a) SF Habitat - AHTF - \$125,000 (for Teams) 1" History


-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-07-19 - 7:18:25 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-07-19 - 7:30:03 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-07-19 - 11:12:28 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-07-19 - 11:12:58 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-07-19 - 11:13:01 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-07-20 - 6:11:57 AM GMT- IP address: 146.75.175.0
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-07-22 - 4:55:10 AM GMT- IP address: 172.226.137.4
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-07-22 - 5:05:47 PM GMT- IP address: 63.232.20.2
-  Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as JoAnn Lovato Montano
2024-07-22 - 5:07:26 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato Montano (jdlovato@santafenm.gov)
Signature Date: 2024-07-22 - 5:07:28 PM GMT - Time Source: server- IP address: 63.232.20.2


 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-07-22 - 5:07:32 PM GMT


 Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-07-22 - 11:27:26 PM GMT- IP address: 104.47.64.254


 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-07-22 - 11:29:47 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature
2024-07-22 - 11:29:51 PM GMT

 Email viewed by JOHN BLAIR (jwblair@santafenm.gov)
2024-07-23 - 8:27:12 PM GMT- IP address: 104.47.64.254

 Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair
2024-07-23 - 8:28:23 PM GMT- IP address: 63.232.20.2

 Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-07-23 - 8:28:25 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.
2024-07-23 - 8:28:25 PM GMT

Signature: 
XAVIER VIGIL (Jul 23, 2024 16:02 MDT)

Email: xivigil@santafenm.gov

24-0465 Santa Fe Habitat for Humanity

Final Audit Report

2024-07-23

Created:	2024-07-23
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAQ6Om6kDy_7WGwT-tR0Iz72fGBr9jAIR

"24-0465 Santa Fe Habitat for Humanity" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-07-23 - 10:01:10 PM GMT - IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-07-23 - 10:02:57 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-07-23 - 10:03:00 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-07-23 - 10:50:38 PM GMT - IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-07-23 - 10:50:48 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-07-23 - 10:50:48 PM GMT