

Purchasing Memo

Date: March 23, 2026

To: Brian Moya, Interim City Manager

From: Roberta Catanach, Project Administrator, Office of Affordable Housing *RC*

Via: Faviola Chavez, Director, Office of Affordable Housing *Faviola Chavez*

Subject: Community Development Block Grant (CDBG) Program Year 2025 - FY26

Vendor Name: Santa Fe Public School-Adelante

Munis Vendor Number: 1027

ITEM AND ISSUE:

The Office of Affordable Housing respectfully requests your review and approval of this CDBG contract in the total amount of \$40,000 Provides support services for a minimum of 800 students and families experiencing homelessness Including services funded under this agreement my include:

- Student Support & Stability
- Material & Financial Aid Distribution
- Provision of material aid (e.g., school supplies, clothing)
- Staff Training & Professional Development

CONTRACT NUMBER:

The FY26 Munis contract number is **3260171**

BACKGROUND AND SUMMARY:

The Community Development Block Grant (CDBG) Program is funded annually by the U.S. Department of Housing and Urban Development (HUD) to support a wide range of housing and community development activities that benefit low- and moderate-income residents. The City of Santa Fe, along with more than 1,100 other jurisdictions nationwide, is designated as an "entitlement community," which means it receives a direct annual allocation of CDBG funds based on a formula that considers factors such as poverty level, population, housing overcrowding, age of housing stock, and population growth relative to other metropolitan areas.

The following CDBG applicants were deemed responsive and eligible for funding. Because the funding requests for CDBG far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Consolidated Plan. The City anticipates receiving **\$633,475.00** in new CDBG funding for the upcoming fiscal year. Of this, **\$126,695.00 (20%)** will be allocated for administrative costs.

In addition to the anticipated entitlement amount, the City proposes to:

- **Reprogram \$135,957.33** in unspent funds from prior-year projects
- **Utilize \$200,000** in anticipated program income from financing programs managed by Homewise and the Housing Trust.

This results in a total estimated funding amount of **\$769,432.33** available for Program Year 2025–2026.

Recommended Project Allocations

Following a competitive Request for Proposals (RFP) process with review and recommendation by the Community Development Commission, the following projects are proposed for CDBG funding in Program Year 2025–2026:

- **Homewise** – \$85,000
- **Interfaith Community Shelter – Summer Safe Haven for All** – \$45,000
- **Santa Fe Community Housing Trust** – \$100,000 of entitlement funds for FY 2025-26 (plus \$108,072.18 from FY 2023 in reprogrammed funds for a total of \$208,072.18)
- **Santa Fe Habitat for Humanity – Home Repair Program** – \$135,000
- **Santa Fe Public Schools Adelante Program – Expanded School Liaison Project** – \$40,000
- **YouthWorks – Social Justice Kitchen Facility Renovation** – \$101,780 of entitlement funds for FY 2025-26 (plus \$27,885.15 from FY 2024 in reprogrammed funds for a total of \$129,665.15)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: CDBG/240

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

Munis Object Name/Number: 490520/ 510400

Budget Officer / Designee: Andy Hopkins **Date:** 04/27/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

CDBG – RFP 25102 – Released on January 17, 2025; 9 submissions and 6 were selected for award based on Funding Feasibility, Performance Measurement, Demonstrated Capability, Meets National Objective, Leverage/Match

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 04/27/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

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

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

- Procurement document: RFP
- Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
- Subrecipient Agreement
- Professional Services Contract

Item # 26-0143

Munis Contract # 3260171

RFP# 25102

AGREEMENT BETWEEN THE CITY OF SANTA FE, NEW MEXICO AND
SFPS - ADELANTE FOR
STUDENT SUPPORT SERVICES
Community Development Block Grant, **2025** Funding Year
Program Dates: October 1, **2025** – **September 30, 2026**
CFDA Number: 14.218, Community Development Block Grant
UEI# **QLN2YKMMJ8X6**

THIS AGREEMENT, entered this 7th day of April, 2026 by and between the City of Santa Fe, a municipal corporation (herein called the “City”) and SFPS - Adelante (herein called the “Subrecipient”).

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, section 13-1-111.

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:

I. SCOPE OF WORK

ACTIVITIES

The Subrecipient shall be responsible for administering a Community Development Block Grant (CDBG) contract for the 2025 - 2026 program year. This administration must be performed in a manner satisfactory to the City and in compliance with all applicable standards and requirements governing the use of CDBG funds.

The Subrecipient agrees to use CDBG funds exclusively for activities that benefit individuals and families experiencing homelessness, as defined by the McKinney-Vento Homeless Assistance Act, who reside within the Santa Fe city limits. These beneficiaries are identified by the U.S. Department of Housing and Urban Development (HUD) as a presumed benefit group under the low- and moderate-income national objective, in accordance with 24 CFR §570.208(a)(2).

1. CDBG funding will support staffing for student and family support services. These services are designed to improve academic outcomes for Pre-K through 12th-grade students and their families who are experiencing housing instability or homelessness. Funding is contingent upon the following conditions:
 - a. Personnel supported by CDBG funds must be directly engaged in the daily operations of the funded program activities.
 - b. System-generated expense reports must accompany each quarterly invoice.
2. A minimum of 800 students are expected to receive services over the program year.
3. Under this agreement Liaisons will provide services to students experiencing homelessness or housing instability. The services that will be provided include:
 - Academic Support
 - Medical and Behavioral Health Referrals
 - Family stabilization assistance.
4. The Subrecipient will submit quarterly reports to the City that include:
 - Detailed use of CDBG funds
 - Program outcomes achieved

- Area Median Income percentage of assisted households
- Other demographic information as required by the City's CDBG reporting form

A. National Objectives

The authorizing statute of the CDBG program requires that each eligible activity (other than planning and program administration) meet a National Objective. For this Agreement, the applicable National Objective is Benefit Low- and Moderate-Income (LMI) persons through LMI Housing (owner-occupied rehabilitation/home repair) under 24 CFR 570.208(a)(3).

The Subrecipient certifies that all assisted units under this Agreement will be owner-occupied by income-eligible LMI households ($\leq 80\%$ AMI) and that income eligibility will be verified and documented at the time assistance is provided, consistent with 24 CFR 570.506 and City requirements.

The Subrecipient shall not claim Slum/Blight or Urgent Need for this scope unless directed and approved in writing by the City in advance and supported by complete file documentation meeting HUD requirements.

The national objective of the Community Development Block Grant program by benefiting low and moderate-income persons.

B. Performance Monitoring

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

II. PERIOD OF PERFORMANCE

Services of the Subrecipient shall start on the date of this Agreement and end on the *30th day of September 2026*. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. WORK PLAN & BUDGET

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

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

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

Reproduction/Printing	\$
Supplies and Materials	\$
Mileage	\$
Audit	\$
Other (Specify) QLN2YKMMJ8X6 benefit individuals and families experiencing homelessness, support staffing for student and family support services.	\$ 40,000
Indirect Costs (Specify)	\$
Total	\$ 40,000

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

IV. PAYMENT

The City shall pay to the Subrecipient in full payment for services satisfactorily performed, such compensation shall not exceed \$ 40,000. The total amount payable to the Subrecipient under this Agreement, including gross receipts tax and expenses, shall not exceed \$ 40,000. This amount is a maximum and not a guarantee that the work assigned to be performed by the Subrecipient under this Agreement shall equal the amount stated herein. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein

and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

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

V. NOTICES

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

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

For the City:

City of Santa Fe
Office of Affordable Housing
P.O. Box 901

Santa Fe, New Mexico 87504-0909

For the Subrecipient:

SFPS - Adelante
Adelante Development Specialist
1300 Camino Sierra Vista

Santa Fe, NM 87505

VI. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Professional Liability

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

F. Insurance & Bonding

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

1. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01, with limits not less than \$1,000,000 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 and their officials, officers, employees, and agents as additional insureds.

2. ***Broader Coverage and Limits.*** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
3. Contractor shall maintain the above insurance for the term of this Agreement, name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

G. City Recognition

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

H. Amendments

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

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient. A request for an amendment must be done in writing and at least 90 days before the end of the agreement.

I. Suspension or Termination

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

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

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

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards.

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

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

2. Cost Principles.

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

3. Procurement

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

4. Audit Requirements

The Subrecipient shall comply with 2 CFR Part 200.500 (Subpart F) Federal Award Compliance (Flow-Down): Subrecipient shall (i) maintain an active registration in SAM.gov as applicable and provide its Unique Entity Identifier (UEI) to the City upon request; (ii) comply with Debarment and Suspension requirements and shall not enter into covered transactions with parties that are debarred, suspended, or otherwise excluded, consistent with 2 CFR Part 180 and 2 CFR Part 2424 (including verifying exclusions prior to contracting); (iii) comply with Mandatory Disclosure requirements at 2 CFR 200.113, including timely written disclosure to the City (and, when required, to the Federal awarding agency or pass-through entity) of credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award, and any violation of the False Claims Act; and (iv) establish and maintain effective internal control over the Federal award and manage the award in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement, consistent with 2 CFR 200.303

If the entity expends \$1,000,000 or more during its fiscal year in Federal awards, the entity must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. If the entity expends less than \$1,000,000 during the entity's fiscal year in Federal awards, it is exempt from Federal audit requirements for that year, except as noted in §200.503. (Records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.)

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

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

5. Subrecipient Match Requirement

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

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

- Public (non-Federal), private and nonprofit entities;
- State and local housing finance agencies;
- Local Governments;
- Foundations;
- Colleges and universities;

- Financial institutions or banks; and
- Other private funders.

Subrecipients will be required to show evidence that they committed matching resources and used them for their intended purposes through monthly expenditure reports as the project/program proceeds. For example, if the uses of CDBG funds includes salaries and benefits, Subrecipient will need to provide matching funds documentation for salaries and benefits. Sources of match funds may be substituted after grant award, as long as the dollar commitment is met.

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of four (4) years, in accordance

with 24 CFR 570.502 and 2 CFR 200.334. The retention period begins on the date of submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under this Agreement are reported for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve the records and that have started before expiration of the retention period, the records must be retained until completion and resolution of all issues, or the expiration of the retention period, whichever occurs later.

3. Client Data

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

4. Disclosure

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

5. Federal, State, and Local Laws and Regulations Compliance

This contract is subject to and shall be performed in accordance with all applicable federal, state, and local laws, regulations, and ordinances governing the Community Development Block Grant (CDBG) program, including but not limited to:

a. Federal Authorities

- Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 et seq.)
- CDBG Program Regulations (24 CFR Part 570)
- Uniform Administrative Requirements, Cost Principles, and Audit requirements Federal Awards (2 CFR Part 200)

- Environmental Review Procedures (24 CFR Part 58)
- Civil rights, labor standards, Davis-Bacon Act, ADA, Section 3, etc.

b. State Authorities

- Construction Industries Licensing Act (New Mexico)
- License requirements under state law; performance and payment bond requirements under NM statutes.

c. Local Authorities – City of Santa Fe / Santa Fe County

- Compliance with City/County building, zoning, land use, safety, and historic preservation codes and obtaining all required local permits.
- Contractor and subcontractor licensing valid under NM and any local licensing requirements.
- Compliance with Santa Fe County's Living Wage Ordinance for contracts required by the county.
- Adherence to local ordinances for affordable housing and trust fund programs, including the City's Affordable Housing Trust Fund Ordinance and Community Development Commission rules (SFCC 26).
- Compliance with the Local Economic Development Act (LEDA) if relevant to the project
- Avoidance of contractual provisions that violate NM Statutes § 57-28A-1 (i.e. requiring another state's law or litigation outside New Mexico).

The Contractor agrees to comply with all the above laws and regulations and any future amendments thereto. Any failure to comply may be cause for contract revision, withholding payment, or termination, at the discretion of the Grantee.

6. Property Records

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

7. Closeouts

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

8. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly draws and all program income (as defined at 24 CFR 570.500 (a))

DISPOSITION OF PROGRAM:

- a. At the end of the CDBG Program Year, the City may require remittance of all, or part of any program income balances (including investments thereof) held by the subrecipient except those needed for immediate cash need, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash balances held for Section 108 security needs. Any program income on hand when the Contract expires, or received after the Contract's expiration, must be paid to the City as required by 24 CFR § 570.503(b)(7).
- b. Any 'program income' as defined in 24 CFR 570.500 (as and if amended) directly related to and derived from the Subrecipient Grant that the Subrecipient is permitted to retain must, subject to Section 8 hereof, be used by the Subrecipient for an eligible activity permitted under 24 CFR 570.201, consistent with the Scope of Work. Such program income will be subject to all applicable laws and regulations covering the use of Community Development Block Grant funds ("CDBG funds").
- c.

REVERSION OF ASSETS:

- a. Upon termination or expiration of this Contract, the Subrecipient will transfer to the City any portion of the Subrecipient Grant on hand and any accounts receivable attributable to the use of the Subrecipient Grant, including "program income".
- b. The City, in its sole discretion, may permit the Subrecipient to retain possession of any equipment purchased pursuant this Contract. Such permission will be contingent upon the equipment's continued use to provide an eligible CDBG Program activity throughout the useful life of the equipment.

- c. If permission to retain equipment is not granted as described in Section 8(b), the Subrecipient will, upon written request, deliver the equipment within fifteen (15) days.
- d. If permission to retain equipment is granted as described, and the equipment's use for an eligible activity ceases prior to the useful life of the equipment expires, the Subrecipient will pay the City an amount equal to the fair market value of the equipment as measured at the time that the eligible use ceased.
- e. In all cases in which equipment acquired, in whole or in part, with funds under this Contract is sold, the proceeds will be program income (prorated to reflect the extent that funds received under this Contract were used to acquire the equipment). At the expiration of the useful life of any equipment retained by the Subrecipient, the Subrecipient, in its discretion, will retain or dispose of the equipment.

2. Indirect Costs

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

3. Payment Procedures

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

4. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that any disallowed cost determined as ineligible, unallowable, unsupported, or not allocable to the approved scope, the Subrecipient shall repay such amounts to the City upon demand. The city may withhold, offset, or recapture payments to satisfy disallowed costs and may require corrective action consistent with 2 CFR Part 200 and 24 CFR Part 570.

5. Expenditures

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

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

6. Progress Reports

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

D. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the City deems appropriate].

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

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

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide

Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

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

3. Access to Records

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

4. Notifications

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

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

Statement

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. HUD Act of 1968 Section 3

Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3

requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

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

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

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

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

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

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

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

3. Hatch Act.

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

4. Conflict of Interest

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

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

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

6. Copyright

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

7. Religious Activities

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

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

4. Flood Disaster Protection

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

B. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

C. Historic Preservation

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

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

XI. SEVERABILITY

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

XII. SECTION HEADINGS AND SUBHEADINGS

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

XIII. WAIVER

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

XIV. NEW MEXICO TORT CLAIMS ACT

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

XV. ENTIRE AGREEMENT

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

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

CITY OF SANTA FE

SUBRECIPIENT:

SFPS - ADELANTE

BRIAN MOYA

Sue O'Brien
Sue O'Brien (Mar 26, 2026 10:06:09 MDT)

MICHAEL GARCIA, MAYOR
BRIAN MOYA, INTERIM CITY MANAGER
for Michael Garcia, Mayor

SUE O'BRIEN, EXECUTIVE DIRECTOR

DATE: Apr 13, 2026

DATE: Mar 26, 2026

NMBTIN# 85-600169

ATTEST:

SSSSSS



GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews

Ruby Crews (Mar 26, 2026 10:18:08 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips

ANDREA PHILLIPS (Apr 13, 2026 16:50:33 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2025

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

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 4500 Park Granada #206 Calabasas, CA 91302	CONTACT NAME: Risk Services	
	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
E-MAIL ADDRESS: rservices@pomsassoc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : New Mexico Public Schools Insurance Authority		99803
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 New Mexico Public Schools Insurance Authority
 Member: Santa Fe Public Schools
 4110 Old Taos Highway
 Santa Fe, NM 87501

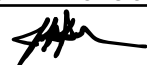
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MOC NO L0028	07/01/2025	07/01/2026	EACH OCCURRENCE \$ Tort Limit DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit MED EXP (Any one person) \$ Tort Limit PERSONAL & ADV INJURY \$ Tort Limit GENERAL AGGREGATE \$ Tort Limit PRODUCTS - COMP/OP AGG \$ Tort Limit Maximum Liability \$ 1,050,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						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						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
							Each Occurrence Maximum Liability

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract.
 Re: Adelante Grant

CERTIFICATE HOLDER City of Santa Fe	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 
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence (excluding Medical)
\$1,050,000 Combined Limit/Maximum Liability

From: [LOVATO, JOANN D.](#)
To: [GOSENDE, ROCIO M.](#); [Purchasing DET](#)
Cc: [NELSON, JOHANNA C.](#); [DUTTON-LEYDA, TRAVIS K.](#); [joseph kashiwagi](#)
Subject: RE: CDBG-SOW for Determination
Date: Monday, January 13, 2025 2:47:07 PM
Attachments: [image002.png](#)
[image003.png](#)

This is professional services.

Thanks.

JoAnn D. Lovato Montaña, CPO
Procurement Manager
c: (505) 469-6045



From: GOSENDE, ROCIO M. <rmgosende@santafenm.gov>
Sent: Monday, January 13, 2025 2:33 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: NELSON, JOHANNA C. <jcnelson@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; joseph kashiwagi <josephkashiwagi@ksm-inc.com>
Subject: CDBG-SOW for Determination

Hello,

Below you will find the CDBG-SOW for Determination. Please advise if you need additional information as I am new in my current position as Project Manager for Affordable Housing.

Most appreciative,

Scope of Work for Community Development Based Grant (CDBG) : One-Time Award for FY 2025-26

Service Description: The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish contracts through competitive negotiations for housing, public facility, and public services projects that are eligible for **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)** funds. The objective of the City's use of these funds is to support and expand housing and economic opportunities for people with incomes less than 80% of the **area median income (AMI)** as defined by the **Department of Housing and Urban Development (HUD)**.

The authorizing statute of the CDBG program requires that each eligible activity except program administration and planning activities must meet one of the three National Objectives:

- 1) Benefit low and moderate income (LMI persons or households);
- 2) Eliminate slum and blight; or
- 3) Address an urgent community need that threatens the health or welfare of residents.

The CDBG regulations require that grantees expend not less than 70% of their annual CDBG grant fund for activities that benefit LMI persons. This is one of the key factors in selection of eligible activities. The determination of LMI is based on a percentage of the area's Average Median Income (AMI). Specifically, the eligibility threshold is less than 80% of the current AMI.

- Funding: the proposed project budget is realistic, funds are leveraged at a 1:1 ratio from other sources (for every \$1 of CDBG, \$1 is from other sources), revenue is sufficient to accomplish the proposed project and matching funds are secured.
- 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.
- 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 and/or experience with federal awards.

POST-AWARD REQUIREMENTS FOR SUBRECIPIENTS

A Subrecipient is an agency or organization that is provided CDBG funds by the City of Santa Fe for their use in carrying out approved eligible activities. Subrecipients may include:

- Public or Private Non-Profit Agency, Authority or Organization;
- For-Profit entities who provide assistance specifically to microenterprises;
- Institutions of Higher Learning.

***NOTE:** A subrecipient differs from a contractor. A contractor is selected through a competitive procurement process and is paid CDBG funds by the grantee in compensation for specific services, such as construction or remodeling improvements. The subrecipient is subject to the same administrative requirements as those for the City of Santa Fe. These requirements are generally not applicable to contractors.*

Award Timeline: June 30 2025-26

Thank you,

Rocio M. Gosende
**Office of Affordable Housing
Projects Manager**

Desk: 505-955-6574 | **Mobile:** TBD
P.O. Box 909, Santa Fe, NM 87504-0909



**The City of Santa Fe, Central Purchasing Division
AND
Office of Affordable Housing**

REQUEST FOR PROPOSALS (RFP)

Application for Community Development Block Grant (CDBG)



RFP# 25102

ISSUE DATE: January 17, 2025

DUE DATE: February 14, 2025



Services Offered to the City of Santa Fe (FY26)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

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

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 3/27/2026

Project Title: SFPS-ADELANTE STUDENT SUPPORT SERVICES

Project Type: CIP Grant Internal Tracking

Department: AFH Project Manager: FAVIOLA CHAVEZ Ext: 6346

Project Date Range: 7/1/2025 to 9/30/2026 Create Fixed Asset

Project ID: AFH2624005

Grant ID: F2601

Approved By: ERIKA LUJAN
ERIKA LUJAN (Mar 27, 2026 15:29:36 MDT)

CMT (Finance Use Only)

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

Funding Source: HUD B25 CDBG % of Funding: 100

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 40,000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

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

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

Phase: GRANTS SERVICES MUNIS ORG: 2402750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: HUD B25-MC-35-003 /CDBG Awarded Amount: 633,475.00

AR Charge Code: 2402750.490520 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

Grantor Name: _____ Awarded Amount: _____

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

Grantor Id: _____ Federal CFDA (if applicable): _____

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

Signature: *Erika Quintana*

Email: efquintana@santafenm.gov








26-0143 Santa Fe Public Schools Adelante

Final Audit Report

2026-04-28

Created:	2026-04-27
By:	Erika Quintana (efquintana@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPKtOfgB4WhqW25Iz5Yt-8kwDVaixKX98

"26-0143 Santa Fe Public Schools Adelante" History

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