



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 04/09/14**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 03/31/14**

**ISSUE:**

13. Request for Approval of Professional Services Agreements – 2014-15 Affordable Housing Trust Fund Allocation; Six (6) Various Vendors. (Alexandra Ladd)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of professional services agreements for 2014-15 Affordable Housing Trust Fund Allocation with six (6) various vendors in the amount of \$380,000. Budget is available in affordable housing fund.

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCIssue

# City of Santa Fe, New Mexico

## memo

**Date:** March 20, 2014

**To:** Finance Committee – March 31, 2014  
City Council – April 30, 2014

**Via:** Kate Noble, Interim Director   
Housing and Community Development Department

**From:** Alexandra Ladd, Special Projects Manager   
Housing and Community Development Department

**Re:** Approval of 2014-15 AHTF Contracts (BU/Line Item: 22737.510500)

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### **ACTION REQUESTED**

Review and approve the allocation of 2014 – 2015 Affordable Housing Trust Fund (AHTF) funds for the attached contracts.

### **BACKGROUND**

For the first time in 3 years the City of Santa Fe released an RFP seeking proposals for funding from the AHTF. The primary purpose of the AHTF is to increase and preserve the supply of affordable housing for low to moderate income residents and local employees. To maximize the limited resources available to support local affordable housing efforts, funds repaid from revenue generating activities (repayment of liens, etc.), including principal and interest, are reallocated to the AHTF and used to support future affordable housing programs and projects in Santa Fe.

Funding decisions are made based on funding priorities identified in the 2013 Housing Needs Assessment, the 2013-2017 Consolidated Plan, the 2014-2015 Annual Action Plan, both of which will be approved by Community Development Commission (CDC), the City Council and Housing and Urban Development (HUD). In 2007, the City Council and the New Mexico Mortgage Finance Authority (MFA) approved the Administrative Procedures for the AHTF which include all of the requirements of the AHTF application process.

### **ITEM AND ISSUE**

The balance in the AHTF allows for an allocation amount of \$380,000 for 2014-2015. The following projects were approved by the Community Development Commission on February 20, 2014. Funds for these contracts are located in Business Unit/Line Item 22737.510500.

A narrative description of the projects recommended for AHTF funding is as follows:

- **\$20,000 - Habitat for Humanity Emergency Home Repair.** Finance emergency repairs including energy upgrades, replacing furnaces and water heaters, fixing leaky roofs, installing accessibility features for owner-occupied homes with very low-income residents (less than 50% AMI), likely to be elderly and/or disabled.
- **\$20,000 - Habitat for Humanity Solar Installation.** Install photovoltaic panels for one of 2 Passive House duplexes, currently under construction, with the goal of eliminating energy costs for the future homeowners, who will earn less than 60% AMI.
- **\$50,000 - Homewise Down Payment Assistance.** Provide DPA to qualified homebuyers who have completed homebuyer training and counseling; the AHTF funds will serve those earning 81-120% AMI.
- **\$55,000 - Homewise Home Improvement.** Provide financing to current homeowners to make necessary repairs, upgrade appliances, windows, and other fixtures and improve energy and water conservation. AHTF funds will serve those earning 81-120% AMI.
- **\$80,000 - Housing Trust Down Payment Assistance.** Provide DPA to qualified homebuyers who have completed homebuyer training and counseling; the AHTF funds will serve those earning 81-120% AMI.
- **\$150,000 - Life Link Rental Assistance.** Implement a rental voucher program that will provide support services in conjunction with financial assistance for emergency housing costs such as: rental and utility arrears, rental and utility deposits, rental and utility short term assistance (1 – 6 months). The project proposes to keep 26 – 34 households with incomes at 40% AMI or less out of homelessness.

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Life Link the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

1. The City has allocated funds from the Affordable Housing Trust Fund (AHTF) in accordance to the New Mexico Affordable Housing Act.
2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.
3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.
4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Implement a rental assistance program that will provide financial assistance for emergency housing costs such as: rental and utility arrears, rental and utility deposits, rental and utility vouchers (not to exceed duration of 11 months).

B. Assist 26-34 households with incomes at 40% AMI or less with the goal of keeping them out of homelessness.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty thousand dollars (\$150,000), inclusive of applicable gross receipts taxes.

B. Payment shall be made on a reimbursement basis as set forth in Paragraph four (4) herein. Compensation shall be paid only for services actually performed and accepted by the City.

4. PROOF OF PAYMENT BY CONTRACTOR OF AHTF FUNDS

Contractor shall submit each month to the City's

Housing and Community Development Department receipts and/or cancelled checks along with a detailed statement of use of funds prior to reimbursement from the City. The statement shall include the name (or numerical identifier) of the tenant, the tenant's income percentile according to Department of Housing and Urban Development (HUD)'s Area Median Income (AMI) data, the type of assistance provided (rent, payment for arrears, or utility payment, the name of the landlord and/or utility provider, number of additional household members, the full rent amount, the tenant's rental share and the AHTF rental share, as applicable. In addition, a current balance sheet of the grant funding shall be provided.

5. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the rental assistance funds provided by the City under this Agreement are subject to the requirements of the New Mexico Affordable Housing Act (the Act) and the Notice of Funding Availability (NOFA) and application for funds that was released by the City and to which Contractor responded with a proposal to provide rental assistance services in accordance with Exhibit "A" attached hereto. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon

sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2015, unless sooner pursuant to Article 8 below.

8. TERMINATION

A. This Agreement may be terminated by the City upon 15 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered

and expenses incurred through the date Contractor receives notice of such termination.

9. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

10. CONFIDENTIALITY

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

11. CONFLICT OF INTEREST

The Contractor warrants that it presently has no

interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

12. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

13. RELEASE

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

14. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance

covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor 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 this Agreement.

15. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments,

including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. NEW MEXICO TORT CLAIMS ACT

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

17. THIRD PARTY BENEFICIARIES

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

18. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter,

detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

21. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto

concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

23. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

24. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail,

postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Po Box 909  
Santa , NM 87501

Life Link  
PO Box 6094  
Santa Fe, NM 87502

IN WITNESS WHEREOF, the parties have executed this Agreement  
on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
LIFE LINK

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
CAROL LUNA-ANDERSON  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

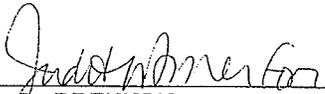
DATE: \_\_\_\_\_

CRS # 02-171649-00-8  
City of Santa Fe Business  
Registration # 14-00029352

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN  
INTERIM CITY ATTORNEY 3/12/14

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA  
FINANCE DIRECTOR

~~22569.510400~~ 22831.510500  
BUSINESS UNIT/LINE ITEM

City of Santa Fe, New Mexico

**2014-2015 AHTF APPLICATION**

**General Information**

Applicant Name(s): The Life Link Federal Tax ID #: 85-0360455  
 Address: 2325 Cerrillos Rd. City Business Reg. #: 14-00029352  
P.O. Box 6094 CRS#: 02-097780-00-8  
 City/State/Zip Code: Santa Fe, NM 87505 Telephone: 505-438-0010  
 Project Contact: Carol Luna-Anderson FAX: 505-438-6011  
 Email Address: carol@thelifelink.org

**Amount of Allocation Requested:** \$ \$150,000

**Type of Applicant:**

Partnership     Corporation     Non-Profit\*     Other

\* Non-profit must provide proof of non-profit status. This proof includes submittal of current registration as charitable organization with the NM Attorney General's Office, covering the most recent Fiscal Year, or proof of exemption. Information can be obtained online at <https://secure.nmag.gov/coros/>. Verification should be in the form of the first page of the "NM Charitable Organization Statement."

Project Name: Life Link Supportive Rental Assistance Project

Project Address (if applicable): same as above – main office

City/State/Zip Code: \_\_\_\_\_

**Priority Project**

Based on the adopted 2014-2016 Priority list (in chart above) adopted by City council, select one of the categories your project falls under:

**Rental Vouchers** - Pilot Project to provide supported rental vouchers (includes access to counseling, health services, case management, and other services) to renters earning less than 30%AMI;

- Emergency Shelters including permanent supported shelter housing** - Development, construction, and preservation of shelter/permanent supported rental facilities, including infrastructure improvements;
- Provision of Rental Units and Support Services for Low Income and Extremely Low Income\* Renters** - Acquisition, conversion, preservation and new construction of tiered income multi-family rental properties; including infrastructure or one-time emergency rental assistance; (\*see page 8 for definition)
- Down payment Assistance/Increase of Ownership Opportunities** - Down payment assistance in the form of soft-second mortgage that "buys down" principal amount of loan to lower monthly payment; Acquisition, conversion, preservation and new construction of homeownership housing;
- Homeowner Rehabilitation Programs, Energy Efficiency Upgrades, Accessibility Retrofits** - Acquisition, conversion, and preservation of affordable housing that accommodates needs of current householders.

**Project Description:**

Please provide a narrative of your project. Specifically who will be served, anticipated outcomes, etc.

(If needed continue on a separate sheet)

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\_\_\_\_ See attached Supportive Rental Assistance Project

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**1. Funding:**

How will the AHTF allocation be used for this project? What additional funding sources are secured or will be secured upon receipt of allocation? The City of Santa Fe requires financing from other sources to be committed prior to the release of funds from the AHTF.

\_\_\_\_ Since this is a rental voucher project the additional support are in the leveraging / matching requirements section below.

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**Leveraging/Matching Requirement:**

**\$3 to \$1 Leveraging:** for every \$1 allocated through the AHTF, at least \$3 from other sources will be expected (leveraged funds can include long term mortgages, other sources of grants, owner equity, proceeds from Low Income Housing Tax Credits, or the current value of land); organizational resources should be used to provide \$1 of match.

Briefly Describe:

The Life Link will utilize a verity of sources to meet the leverage and match requirements. This will include the cost associated with staff salaries who provide the

services, HQS inspections, mileage, office space, phone and fax usage; case management / community support services / counseling values as based on approved service code billing; funding from other grant sources such as MFA, Optum Health, PATH homeless outreach, La Familia Health Care for Homeless, and others not yet identified. In-kind services provided by other community service providers and churches with a value as determined by the provider.

**Project Budget and/or Development Pro-Forma:** demonstrate use of leveraged and matching funds as well as evidence that operating budget is sufficient to administer the proposed program/project (please attach documents as well as give brief overview below)

\_\_\_\$150,000 from the AHTF will to utilized in a rental vouchers project. Activities to be paid with these funds include: rental and utility arrears; rental and utility deposits; rental and utility monthly assistance for short and medium terms (1 to 6 months).

\_\_\_See attached Project Budget

## **2. Need/Benefit & Project Feasibility:**

**Demonstrate, using data-based analysis, that there is a clear connection between the proposed project/program and adopted Priority(s), and evidence that the proposed project/program meets current and future market demands. Provide narrative below (use additional sheets as necessary):** \_This proposal to intended to reach the extremely low-income and low-income household living in Santa Fe who are currently homeless or at-risk of homelessness due to the need of financial assistance to secure housing or to maintain their current housing. Individuals and families who demonstrate the ability to reach and maintain housing stability following the assistance they receive through this project are the target population. Many households face barriers that can be overcome with temporary assistance and supports such as case management, getting a GED to increase opportunities for employment, or help to stabilize when a job or entitlement benefits are currently underway. As stated in the priority need fact sheet approximately 3000 renter households are priced out of the rental market in Santa Fe. It is our estimate that these funds can provide financial assistance to between 26 and 34 households allowing them to remain in their housing and not experience homelessness or to assist homeless households to secure housing thus moving out of homelessness.

What is the timeline for the project?

Project will be ready to implement July 1, 2014. Staff are currently in place and the process/procedures are those that we are very familiar with and have utilized for years.

Site Information (if applicable) N/A

If your proposed project include acquisition, conversion, preservation and new construction of homeownership or rental housing, please provide the following information.

Site control is or will be in the form of\*:  Deed  Option  
 Lease (Term \_\_\_\_ Years)  Purchase Contract  Other \_\_\_\_\_

\* If project approved, proof of site control must be provided before funds are disbursed.

Expiration Date of Contract, Option, or Lease \_\_\_\_\_ (month/year)

Site Description:

Area of Site: \_\_\_\_\_ acres or \_\_\_\_\_ square feet

Is site zoned for your development?  Yes  No Zoning \_\_\_\_\_

If no, is site currently in the process of re-zoning?  Yes  No Re-Zoning \_\_\_\_\_

When is zoning issue to be resolved? \_\_\_\_\_ (month/year)

Has the City approved the site plan and/or plat?  Yes  No

If yes, provide a copy of the site plan/plat.

Are there any other development reviews and approvals required?  Yes  No

Explain:

\_\_\_\_\_  
\_\_\_\_\_

List any required reports or studies underway or completed such as soils report, environmental assessment, traffic study)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the City issued the building permit?  Yes  No

Are all utilities presently available to the site?  Yes  No

If no, which utilities need to be brought to the site? \_\_\_\_\_

Who has responsibility of bringing utilities to site? \_\_\_\_\_

**3. Affordability:**

Outline the affordability time period for this project based on the definition listed on page 7 of this document (i.e. loans to \$14,999 – 5 years, \$15,000 to \$40,000 – 10 years, 40,001-\$100,000 – 15 years and over \$100,000 – 20 years)

N/A

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**4. Demonstrated Capability - Organizational Capacity**

Describe the expertise of your organization and past projects to provide the type of housing or programs proposed for funding:

The Life Link is Licensed Mental Health Center and Adult Core Service Agency under the rules and regulations of the State of New Mexico. We are also a Community Rehabilitation program providing psychosocial services to individuals with serious mental illness in a clubhouse setting. Services to the homeless including supportive housing, permanent housing vouchers and rental assistance are at the core of services provided.

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See attached Organizational Capacity for comprehensive description of experience, capability and housing services.

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Describe your staffing and attach resumes of key personnel: \_\_\_\_\_

See attached resumes for Carol Luna-Anderson and Lara Yoder

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Carol Luna-Anderson Ph.D., LPCC, RN, Executive Director

Lara Yoder, MSW, Program Manager Housing Services

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**Demonstrate Financial Soundness. Please submit:**

- Audited Financial Statements for 2011 and 2012.  
Attached
  
- Current Statement of Assets & Liability  
Attached



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 FOR: ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor Life Link

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$150,000.00

Termination Date: \_\_\_\_\_

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

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Implement a rental assistance program that will provide financial assistance for emergency housing costs

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

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

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

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

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 150,000.00



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 Procurement History: One year terms
example: (First year of 4 year contract)

7 Funding Source: AHTF BU/Line Item: 22831.510500

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Roberta Catanach
Phone # \_\_\_\_\_ -6421

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

Comments:

Large empty rectangular box for comments.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2013

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).

<b>PRODUCER</b> Daniels Insurance, Inc. - Santa Fe 805 St. Michaels Drive Santa Fe NM 87505		<b>CONTACT</b> NAME: Ed Risley PHONE (A/C No. Ext): (505) 982-4302 E-MAIL ADDRESS: ADDRESS:		FAX (A/C No.): (505) 989-9186	
<b>INSURED</b> Life Link, The P.O. Box 6094 Santa Fe NM 87505		INSURER(S) AFFORDING COVERAGE INSURER A: New Mexico Assurance Company INSURER B: Arch Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 13673 11150	

**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 14677      **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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INBR	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		NTPKG0095801	12/18/2013	12/18/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Empl Benefits Liab \$ 1M/3M COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" 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		NTAUT0038201	12/18/2013	12/18/2014	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFERMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	6145.124	11/27/2013	11/27/2014	<input checked="" type="checkbox"/> WC STATU- <input checked="" type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH- <input type="checkbox"/> CB E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Services		NTPKG0095801	12/18/2013	12/18/2014	\$3,000,000 aggregate \$ 1,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 All operations of the insured per policy conditions. Liability: Continental United States; WC: NM  
 City of Santa Fe is listed as additional insured in respects to general liability.

<b>CERTIFICATE HOLDER</b> City of Santa Fe P.O. Box 909 Santa Fe NM 87504	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Habitat For Humanity (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

1. The City has allocated funds from the Affordable Housing Trust Fund (AHTF) in accordance to the New Mexico Affordable Housing Act.
2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.
3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.
4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Use funds to cover the cost of photovoltaic panels for one duplex unit containing two (2) units in the Passive House project.

B. Contractor will submit a pricing proposal to the City prior to initiating the project and receiving compensation. .

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twenty thousand dollars (\$20,000), inclusive of applicable gross receipts taxes.

B. Payment shall be made on a reimbursement basis as set forth in Paragraph four (4) herein. Compensation shall be paid only for services actually performed and accepted by the City.

4. PROOF OF PAYMENT BY CONTRACTOR OF AHTF FUNDS

Contractor shall submit to the City's Housing and Community Development Department receipts and/or cancelled checks

along with a detailed statement of use of funds prior to reimbursement from the City.

5. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the energy efficiency improvement funds provided by the City under this Agreement are subject to the requirements of the New Mexico Affordable Housing Act (the Act) and the Notice of Funding Availability (NOFA) and application for funds that was released by the City and to which Contractor responded with a proposal to provide energy efficiency improvements in accordance with Exhibit "A" attached hereto. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on

June 30, 2015, unless sooner pursuant to Article 8 below.

8. TERMINATION

A. This Agreement may be terminated by the City upon 15 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

9. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

10. CONFIDENTIALITY

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

11. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

12. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any

portion of the services to be performed under this Agreement without the prior written approval of the City.

13. RELEASE

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

14. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor 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 this Agreement.

15. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. NEW MEXICO TORT CLAIMS ACT

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

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

17. THIRD PARTY BENEFICIARIES

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

18. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and

regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

21. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment

position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

23. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

24. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Po Box 909  
Santa Fe, NM 87501

Santa Fe Habitat For  
Humanity  
2414 Cerrillos Road  
Santa Fe, NM 87507

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

SANTA FE HABITAT FOR HUMANITY:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
TED SWISHER  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS # 02-070960-00-9  
City of Santa Fe Business  
Registration #14-00088313

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

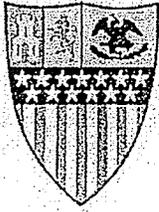
APPROVED AS TO FORM:

*Judith Amor for*  
\_\_\_\_\_  
KELLEY A. BRENNAN, 3/12/14  
INTERIM CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR

~~22543.510500~~ 22831.510400  
BUSINESS UNIT/LINE ITEM



# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

## 2014-2015 AHTF APPLICATION

### General Information

Applicant Name(s): Santa Fe Habitat for Humanity Federal Tax ID #: 85-0355135  
 Address: 2414 Cerrillos Road City Business Reg. #: 14-00088313  
 \_\_\_\_\_ CRS#: 02-070960-00-9  
 City/State/Zip Code: Santa Fe, NM 87505 Telephone: 505 986 5880  
 Project Contact: Ted Swisher FAX: 815 366 8054  
 Email Address: ted@sfhfh.org

Amount of Allocation Requested: \$70,000.00

### Type of Applicant:

Partnership  Corporation  Non-Profit\*  Other \_\_\_\_\_

\* Non-profit must provide proof of non-profit status. This proof includes submittal of current registration as charitable organization with the NM Attorney General's Office, covering the most recent Fiscal Year, or proof of exemption. Information can be obtained online at <https://secure.nmag.gov/coros/>. Verification should be in the form of the first page of the "NM Charitable Organization Statement."

Project Name: Passive House

Project Address (if applicable): 3124, 3126, 3104, and 3106 La Paz Lane, Santa Fe, NM  
 Villa de la Paz Sub division (Off of Henry Lynch Rd.)

City/State/Zip Code: Santa Fe, NM 87505

### Priority Project

Based on the adopted 2014-2016 Priority list (in chart above) adopted by City council, select one of the categories your project falls under:

Rental Vouchers - Pilot Project to provide supported rental vouchers (includes access to counseling, health services, case management, and other services) to renters earning less than 30%AMI;

- Emergency Shelters including permanent supported shelter housing** - Development, construction, and preservation of shelter/permanent supported rental facilities, including infrastructure improvements;
- Provision of Rental Units and Support Services for Low Income and Extremely Low Income\* Renters** - Acquisition, conversion, preservation and new construction of tiered income multi-family rental properties; including infrastructure or one-time emergency rental assistance; (\*see page 8 for definition)
- Down payment Assistance/Increase of Ownership Opportunities** - Down payment assistance in the form of soft-second mortgage that "buys down" principal amount of loan to lower monthly payment; Acquisition, conversion, preservation and new construction of homeownership housing;
- Homeowner Rehabilitation Programs, Energy Efficiency Upgrades, Accessibility Retrofits** - Acquisition, conversion, and preservation of affordable housing that accommodates needs of current householders.

**Project Description:**

**Please provide a narrative of your project. Specifically who will be served, anticipated outcomes, etc.**

(If needed continue on a separate sheet)

SFHFH's proposal is the funding of energy efficiency upgrades on 4 Habitat for Humanity homes. Santa Fe Habitat for Humanity will build 2 "Passive House" duplexes (total of 4 units). The Passive House approach is a reproducible method of creating very low-energy structures at an affordable cost-and the method does not dictate materials, forms, or any of the things that would prohibit its implementation within varied cultures or climate zones. The "Passive House" has much in common with a passive solar design house but they are different concepts. Whereas the passive solar house relies on south facing windows and considerable homeowner participation, a Passive House can be set on any lot and relies on high quality windows and doors, increased insulation, and air tight construction. Santa Fe Passive House expert Jonah Stanford has donated his design and consulting services to assist SFHFH in constructing 2 affordable duplexes that will have virtually no energy cost for the owners. The homes will have 2x4 double wall construction creating a 12" exterior wall cavity filled with cellulose insulation. The homes will be all electric with photovoltaic panels thus virtually eliminating energy bills for the homeowner and carbon impact upon the environment. SFHFH is requesting \$70,000 for the installation of the photovoltaic panels, and upgrades in the insulation, windows and doors, and the wall construction.

Energy Efficiency in affordable housing is extremely critical. In addition to all of the environmental and community benefits of a low carbon footprint, you have the long term benefit for the homeowner of ensuring that energy costs will never be an obstacle to affordability. The homeowner can be assured that the only increase in

the total housing cost will be as taxes, insurance, and city utilities increase.

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### **1. Funding:**

**How will the AHTF allocation be used for this project? What additional funding sources are secured or will be secured upon receipt of allocation? The City of Santa Fe requires financing from other sources to be committed prior to the release of funds from the AHTF.**

SFHFH will use \$70,000 from the AHTF to cover most of the cost of upgrading from a normal, energy efficient house to the demanding standards of a Passive House. The total cost to build 4 Passive House units is \$720,000 including land cost of \$140,000. SFHFH will be providing \$371,804 through its fundraising efforts. In addition, SFHFH expects to receive \$59,996 for down payment assistance in HOME funds through MFA (some of which are already committed); \$28,000 from the Federal Home Loan Bank (already committed), and is requesting \$80,000 in down payment assistance from the city's CDBG funds. SFHFH will also receive approximately \$40,000 in donated materials through national corporations such as Dow, Whirlpool, Valspar, Yale locks and Hunter Douglass.

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### **Leveraging/Matching Requirement:**

**\$3 to \$1 Leveraging:** for every \$1 allocated through the AHTF, at least \$3 from other sources will be expected (leveraged funds can include long term mortgages, other sources of grants, owner equity, proceeds from Low Income Housing Tax Credits, or the current value of land); organizational resources should be used to provide \$1 of match.

Briefly Describe:

The Passive House Project has a budget of \$720,000. SFHFH is requesting \$70,000 from the AHTF for solar electric installation and energy efficiency upgrades for the 4 units. HOME funds through MFA will provide \$59,996; SHOP (HUD) through Habitat's national office will provide \$57,000, the Federal Home Loan Bank will provide \$28,000; corporations will provide \$40,000 in donated building materials, and SFHFH will provide \$371,804 in cash plus approximately 8,000 hours of volunteer labor which estimated at \$10/ hour would come to \$80,000. Excluding the value of volunteer labor, this project will leverage AHTF funds more than 5 to 1 and match AHTF funds more than 5 to 1.

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**Project Budget and/or Development Pro-Forma:** demonstrate use of leveraged and matching funds as well as evidence that operating budget is sufficient to administer the proposed program/project (please attach documents as well as give brief overview below)

—The total project budget for construction of 4 Passive Homes is \$720,000 with \$70,000 requested from the AHTF and the rest of the funding raised by Habitat for Humanity through individual donations, MFA grants, HUD grants, the city CDBG grant request, Federal Home Loan Bank, and donations of building materials. See attached Sources and Uses budget. In addition to soliciting donations from individuals and foundations, SFHFH's revenue includes approximately \$250,000 per year from mortgage payments of previously constructed homes and \$250,000 from the net proceeds of its ReStore.

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## **2. Need/Benefit & Project Feasibility:**

**Demonstrate, using data-based analysis, that there is a clear connection between the proposed project/program and adopted Priority(s), and evidence that the proposed project/program meets current and future market demands. Provide narrative below (use additional sheets as necessary):**

According to the 2012 Needs Assessment:

- "Among those who do not own a home in the City of Santa Fe, affordability was the reason cited by the greatest proportion of respondents. After affordability, a lack of down payment or an inability to obtain a mortgage were the factors noted by renters." SFHFH's program addresses all 3 concerns by offering a no-interest mortgage, a \$1300 downpayment and utilizing volunteers to keep costs low.
- "With respect to homeownership programs, about two in five renters would consider buying a deed-restricted property and 65 percent would consider down payment assistance." This demonstrates a market for affordable housing programs like SFHFH.
- "Since 2007, renters have seen a slight improvement in their ability to buy in Santa Fe. However, that slight improvement does not offset the substantial decline in affordability between 2000 and 2007."
- "Since 2007, the softening of the for sale market has improved the opportunity to own a home, but only for the highest income renters. Purchase of the median-valued home in 2011 would require an income of \$74,000 (down from \$83,000 in 2007). Just 14 percent of the city's renters earn this much." A household of 4 earning as little as \$19,600 can qualify for a SFHFH home.
- "For renters earning 30 percent of AMI it became more difficult for to find affordable units between 2007 and 2011. Within that income category, there were twice as many renters as units in 2007 and three times as many renters as units in 2011." SFHFH provides homeownership opportunities for household in the 30% to 60% AMI range. Households can purchase a SFHFH home for less monthly payment than they can pay for rent – event in a subsidized unit.
- "Home repair and rehabilitation programs enable current homeowners to improve longterm affordability, provide energy efficiency upgrades, and adapt current homes to meet changing needs." SFHFH's passive home project addresses these needs.
- "Almost half (46%) of Santa Fe residents, both renters and homeowners, are "cost-burdened" or Paying more than one-third of their incomes for housing costs." In the home ownership program, SFHFH ensures that homeowners do not pay more than 30% of their income for housing.
- "In 2010, 18 percent of Santa Fe residents were living in poverty, up from 12 percent in 1999 and about the same (17 percent) as in 2007. Hispanic residents are more likely than non-Hispanic whites to be living in poverty—25 percent compared to 11 percent." rehab and repair services is significant.

**What is the timeline for the project?**

SFHFH will complete the Passive House project by the end of the 2014-2015 fiscal year (by June 30, 2015).

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**Site Information (if applicable)**

If your proposed project include acquisition, conversion, preservation and new construction of homeownership or rental housing, please provide the following information.

Site control is or will be in the form of\*:  Deed  Option  
 Lease (Term \_\_\_\_ Years)  Purchase Contract  Other \_\_\_\_\_

\* If project approved, proof of site control must be provided before funds are disbursed.

Expiration Date of Contract, Option, or Lease \_\_\_\_\_ (month/year)

**Site Description: Passive Home Project**

Area of Site: \_\_\_\_\_ acres or 5,025 square feet

Is site zoned for your development?  Yes  No Zoning \_\_\_\_\_

If no, is site currently in the process of re-zoning?  Yes  No Re-Zoning \_\_\_\_\_

When is zoning issue to be resolved? \_\_\_\_\_ (month/year)

Has the City approved the site plan and/or plat?  Yes  No

If yes, provide a copy of the site plan/plat.

Are there any other development reviews and approvals required?  Yes  No

Explain:

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List any required reports or studies underway or completed such as soils report, environmental assessment, traffic study)

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Has the City issued the building permit?  Yes  No

Are all utilities presently available to the site?  Yes  No

If no, which utilities need to be brought to the site? \_\_\_\_\_

Who has responsibility of bringing utilities to site? \_\_\_\_\_

**3. Affordability:**

Outline the affordability time period for this project based on the definition listed on page 7 of this document (i.e. loans to \$14,999 – 5 years, \$15,000 to \$40,000 – 10 years, 40,001-\$100,000 – 15 years and over \$100,000 – 20 years)

Each Passive House home buyer will have a soft second mortgage for the cost of the solar electric and energy upgrades with an affordability period conforming to the above requirements.

**4. Demonstrated Capability - Organizational Capacity**

Describe the expertise of your organization and past projects to provide the type of housing or programs proposed for funding:

SFHFH has been in existence since 1987 and has completed 91 homes during that period. For the past 10 years, the organization has been completing 5-7 homes each year. Our current annual budget is \$2,047,873 and we maintain a reserve fund of at least \$250,000. In addition, we received our first endowment last year of \$200,000 and we are expecting an additional endowment gift from this same donor of \$200,000 in the current year. These funds will be in addition to our reserve fund.

In addition to typical fundraising efforts, SFHFH's ReStore operation nets the organization approximately \$250,000 annually. One advantage of Habitat for Humanity's restrictive policy on no-interest loans is that we also receive over \$250,000 in house payments from completed homes.

In 2012, SFHFH completed solar installations on 4 existing homes under a CDBG grant.

In our last fiscal year, 92% of the organization's expense were program expenses – this is an excellent benchmark for a non-profit organization.

According to an annual survey conducted by Builder Magazine, Habitat for Humanity is the 6<sup>th</sup> largest home builder in the United States in number of units completed.

Describe your staffing and attach resumes of key personnel: \_\_\_\_\_

SFHFH has a lean but highly experienced and competent staff. Ted Swisher has 40 years experience in affordable housing – mostly with Habitat for Humanity. Rob Lochner has over 20 years experience in construction and rehab with for profit and non-profit entities. Prior to joining the SFHFH staff Rob managed Homewise's rehab program completing as many as 80 projects annually. Jacqueline Ulrich has a master's degree in architecture from UNM. Resumes are attached.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Demonstrate Financial Soundness.** Please submit:

Audited Financial Statements for 2011 and 2012

Current Statement of Assets & Liability

## AHTF PROPOSAL EVALUATION CRITERIA

Scores of the evaluation committee members will be totaled to rate the applicants.  
Applications shall be scored according to the following criteria and minimum standards:

CRITERIA	Weighted Value	Evaluation Points (1-5)	Total Points	Max. Score
<b>Funding</b> <ul style="list-style-type: none"> <li>• Leverage amounts from other sources</li> <li>• Operating budget shows evidence of sufficient revenue to administer the proposed program</li> <li>• Secured matching resources</li> </ul>	20%			100
<b>Need/Benefit &amp; Project Feasibility</b> <ul style="list-style-type: none"> <li>• Data driven analysis that shows:</li> <li>• The proposal is responsive to current and future market demand</li> <li>• A clear connection between the proposed project/program and the 2014-2016 Priorities (chart on page 2)</li> <li>• Income mix, if applicable</li> <li>• Site control</li> <li>• Realistic time frame for completion of funded project/program activities</li> </ul>	40%			200
<b>Affordability</b> <ul style="list-style-type: none"> <li>• Affordability requirements</li> </ul>	20%			100
<b>Demonstrated Capability – Organizational Management</b> <ul style="list-style-type: none"> <li>• Staff</li> <li>• Organizational Experience</li> <li>• Expertise in type(s) of housing or service(s) proposed</li> <li>• Demonstrated Financial Soundness</li> </ul>	20%			100
<b>TOTAL:</b>	100%			500

**EVALUATION POINTS:**

1 -- Lowest

5 – Highest

<b>Passive House Project - 4 Units</b>		
<b>Uses</b>		
Land		\$140,000
Construction Materials - General		\$350,000
<b>Energy Upgrades</b>		
Triple Pane High Performance Windows	\$17,250	
Insulation	\$7,600	
Solar Electric Installations	\$40,000	
Additional Framing Lumber Required	\$5,150	
<b>Total of Passive House Energy Upgrades</b>		<b>\$ 70,000</b>
Subcontracts		\$120,000
Overhead		\$40,000
<b>Total Cost</b>		<b>\$720,000</b>
<b>Sources</b>		
AHTF		\$70,000
SHOP		\$57,000
CDBG		\$80,000
HOME		\$59,996
FHLB		\$28,000
Corporate In-Kind		\$40,000
Home buyer cash down payment		\$5,200
Prosperity Works		\$8,000
SF Habitat		\$371,804
<b>Total Sources</b>		<b>\$720,000</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/11/2013

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).

<b>PRODUCER</b> Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679	<b>CONTACT NAME:</b> PHONE 888-553-9002 FAX (A/C. No.): (A/C. No. Ext): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Santa Fe Habitat for Humanity 2414 Cerrillos Road Santa Fe, NM 87505	INSURER A:	Ace American Insurance Co. NAIC# 22667
	INSURER B:	Ace Property and Casualty 20699
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

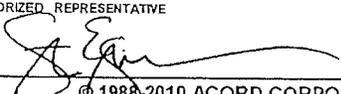
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL1065365-13	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UM1065365-13	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$
A	Builder's Risk - Special Form			BR1065365-13	04/01/2013	04/01/2014	Limit \$2,000,000 Deductible \$5,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe  120 S. Federal Place  Santa Fe, NM 87501	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 
--	---

ACORD 25 (2010/05)

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**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 **FOR:** ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor Santa Fe Habitat For Humanity

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$20,000.00

Termination Date: June 30, 2015

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

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Use funds to cover the cost of photovoltaic panels for one duplex unit in the Passive House project

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

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

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

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

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 20,000.00



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 **Procurement History:** One year terms  
example: (First year of 4 year contract)

7 **Funding Source:** AHTF **BU/Line Item:** 22543.510500

22831.510400

8 **Any out-of-the ordinary or unusual issues or concerns:**  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Roberta Catanach

Phone # \_\_\_\_\_ -6421

10 **Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Habitat For Humanity (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

1. The City has allocated funds from the Affordable Housing Trust Fund (AHTF) in accordance to the New Mexico Affordable Housing Act.

2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.

3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.

4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Finance emergency repairs for owner-occupied homes with very low-income residents (earning less than 50% AMI). Most of these clients are expected to be elderly or disabled.

B. Eligible expenses include, but are not limited to: energy upgrades, replacing furnaces and water heaters, fixing leaky roofs, installing accessibility features, and other repairs deemed necessary to maintain the safety of the home.

C. Serve at least 3 partner families with loans or grants not to exceed \$10,000 per household.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twenty thousand dollars (\$20,000), inclusive of applicable gross receipts taxes.

B. Payment shall be made on a reimbursement basis as set forth in Paragraph four (4) herein. Compensation shall be paid only for services actually performed and accepted by the City.

4. PROOF OF PAYMENT BY CONTRACTOR OF AHTF FUNDS

Contractor shall submit each month to the City's Housing and Community Development Department receipts and/or cancelled checks along with a detailed statement of use of funds prior to reimbursement from the City. The statement shall include the name of the homeowner, address, the owner's percentile of income according to the Department of Housing and Urban Development (HUD)'s Area Median Income (AMI) data, and the description of services provided.

5. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the emergency repair funds provided by the City under this Agreement are subject to the requirements of the New Mexico Affordable Housing Act (the Act) and the Notice of Funding Availability (NOFA) and application for funds that was released by the City and to which Contractor responded with a proposal to provide emergency repair services in accordance with Exhibit "A" attached hereto. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this

Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2015, unless sooner pursuant to Article 8 below.

8. TERMINATION

A. This Agreement may be terminated by the City upon 15 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

9. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

10. CONFIDENTIALITY

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

11. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance

of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

12. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

13. RELEASE

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

14. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits

of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor 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 this Agreement.

#### 15. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever

arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. NEW MEXICO TORT CLAIMS ACT

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

17. THIRD PARTY BENEFICIARIES

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

18. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection

by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

21. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into

this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

23. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

24. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Po Box 909  
Santa Fe, NM 87501

Santa Fe Habitat For  
Humanity  
2414 Cerrillos Road  
Santa Fe, NM 87507

IN WITNESS WHEREOF, the parties have executed this Agreement  
on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
SANTA FE HABITAT FOR HUMANITY:

JAVIER M. GONZALES, MAYOR

TED SWISHER  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS # 02-070960-00-9  
City of Santa Fe Business  
Registration #14-00088313

ATTEST:

YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

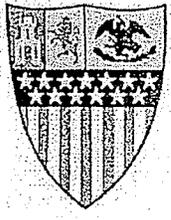
*Subscribed for*  
KELLEY A. BRENNAN,  
INTERIM CITY ATTORNEY

3/12/14

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

22543.510500 22831.510400  
BUSINESS UNIT/LINE ITEM



**City of Santa Fe, New Mexico**  
200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

**2014-2015 AHTF APPLICATION**

**General Information**

Applicant Name(s): Santa Fe Habitat for Humanity Federal Tax ID #: 85-0355135  
Address: 2414 Cerrillos Road City Business Reg. #: 14-00088313  
CRS#: 02-070960-00-9  
City/State/Zip Code: Santa Fe, NM 87505 Telephone: 505 986 5880  
Project Contact: Ted Swisher FAX: 815 366 8054  
Email Address: ted@sfhfh.org

**Amount of Allocation Requested:** \$ 20,000.00

**Type of Applicant:**

Partnership  Corporation  Non-Profit\*  Other

\* Non-profit must provide proof of non-profit status. This proof includes submittal of current registration as charitable organization with the NM Attorney General's Office, covering the most recent Fiscal Year, or proof of exemption. Information can be obtained online at <https://secure.nmag.gov/coros/>. Verification should be in the form of the first page of the "NM Charitable Organization Statement."

Project Name: Critical Home Repair and Rehabilitation  
Project Address (if applicable): various homes within the city of Santa Fe, NM  
City/State/Zip Code:

**Priority Project**

Based on the adopted 2014-2016 Priority list (in chart above) adopted by City council, select one of the categories your project falls under:

Rental Vouchers - Pilot Project to provide supported rental vouchers (includes access to counseling, health services, case management, and other services) to renters earning less than 30%AMI;

- Emergency Shelters including permanent supported shelter housing** - Development, construction, and preservation of shelter/permanent supported rental facilities, including infrastructure improvements;
- Provision of Rental Units and Support Services for Low Income and Extremely Low Income\* Renters** - Acquisition, conversion, preservation and new construction of tiered income multi-family rental properties; including infrastructure or one-time emergency rental assistance; (\*see page 8 for definition)
- Down payment Assistance/Increase of Ownership Opportunities** - Down payment assistance in the form of soft-second mortgage that "buys down" principal amount of loan to lower monthly payment; Acquisition, conversion, preservation and new construction of homeownership housing;
- Homeowner Rehabilitation Programs, Energy Efficiency Upgrades, Accessibility Retrofits** - Acquisition, conversion, and preservation of affordable housing that accommodates needs of current householders.

**Project Description:**

**Please provide a narrative of your project. Specifically who will be served, anticipated outcomes, etc.**

(If needed continue on a separate sheet)

Santa Fe Habitat for Humanity (SFHFH) proposes to repair or rehabilitate homes for residents of the City of Santa Fe who are at or below 80% of the area Median Income (AMI) with the target being households below 50% AMI. SFHFH has launched a rehab/repair program to meet the need for this service as a complement to its new construction program. In Fiscal year 2012-13, SFHFH completed one rehab for a senior citizen who earned 27% of the AMI and was disabled. In January of 2013, SFHFH, in partnership with AmeriCorps and Youth Works, re-roofed a home for Agnes and Bob Moses who are senior citizens and former recipients of the SF Living Treasures award. The need for critical/emergency home repairs is so great that SFHFH decided to expand the program in the current fiscal year and budget \$13,900 of its own donated funds to do critical home repair. We set a limit of \$1500 for these projects because we wanted to impact more than one or two households. We have already completed 5 critical repair projects this fiscal year. SFHFH will complete two rehabilitation projects this year through MFA's House by House program. This program will fund up to \$65,000 per project, but the funds are extremely limited and the requirements are fairly narrow. This year the funding for the 12 month period ending June 30 was fully allocated by Dec. 1, 2013. SFHFH would like to use AHTF funds to finance emergency and critical owner occupied repair and rehab projects which cost no more \$10,000 to complement MFA's House by House program. Examples of appropriate projects would be energy upgrades such as efficient furnaces and hot water heaters – especially for households who have no heat or hot water, window replacement when windows are in extremely poor condition, weatherization/insulation and roof repair or re-roofing. We have received calls from households in the middle of winter who are seeking assistance because their furnaces don't work and need to be replaced. We receive calls from homeowners whose roofs are leaking and they don't have the resources to repair or replace them. Whenever possible, SFHFH will use volunteers to assist with projects. For example, volunteers

could tear off an old roof and a contractor would be engaged to install the new roof. It will take considerable staff time to qualify applicants, inspect jobs prior to commencement of work and upon completion of work. In order to cover this expense, SFHFH proposes to use no more than 10% of the AHTF grant for project management.

There is a tremendous need for this service in Santa Fe. In the past 3 years, Homewise has transitioned from a home repair/renovation program offering technical assistance and interest bearing loans to a loan only program; Open Hands used to provide handicapped accessibility services and weatherization and they have gone out of business; and Los Amigos has lost its state grant for weatherization and energy efficiency assistance for low income families.

All AHTF funded projects will be less than \$14,999 and will include a soft second mortgage with 5 year affordability period.

#### 1. Funding:

**How will the AHTF allocation be used for this project? What additional funding sources are secured or will be secured upon receipt of allocation? The City of Santa Fe requires financing from other sources to be committed prior to the release of funds from the AHTF.**

Santa Fe Habitat for Humanity is requesting \$20,000 in AHTF funding to be used for owner occupied critical repair and rehab. Santa Fe Habitat for Humanity will use \$20,000 of its own funds for the repair/rehab program and we anticipate MFA funding of approximately \$100,000. We are working with First National Bank to utilize the Federal Home Loan Bank's SNAP Program that provides up to \$6,000 per project for repairs for homes of senior citizens and disabled persons and we expect to receive \$30,000 through this program.

#### **Leveraging/Matching Requirement:**

**\$3 to \$1 Leveraging:** for every \$1 allocated through the AHTF, at least \$3 from other sources will be expected (leveraged funds can include long term mortgages, other sources of grants, owner equity, proceeds from Low Income Housing Tax Credits, or the current value of land); organizational resources should be used to provide \$1 of match.

**Briefly Describe:**

---

The Repair/Rehab Project will have a total budget of \$170,000. Of this total amount, we are requesting AHTF

funds in the amount of \$20,000 thus leveraging funds of more than 7 to 1. SFHFH will provide \$20,000 of its own funds, thus matching AHTF dollars 1 to 1.

**Project Budget and/or Development Pro-Forma:** demonstrate use of leveraged and matching funds as well as evidence that operating budget is sufficient to administer the proposed program/project (please attach documents as well as give brief overview below)

The total project budget for the Rehab/Repair activity \$170,000 with \$20,000 requested from the AHTF and the rest of the funding raised by Habitat for Humanity through individual donations, MFA grants, and the Federal Home Loan Bank.

---

## 2. Need/Benefit & Project Feasibility:

**Demonstrate, using data-based analysis, that there is a clear connection between the proposed project/program and adopted Priority(s), and evidence that the proposed project/program meets current and future market demands. Provide narrative below (use additional sheets as necessary):**

According to the 2012 Needs Assessment:

- "Home repair and rehabilitation programs enable current homeowners to improve long-term affordability, provide energy efficiency upgrades, and adapt current homes to meet changing needs." SFHFH's rehab/repair program address these needs.
- "Almost half (46%) of Santa Fe residents, both renters and homeowners, are "cost-burdened" or paying more than one-third of their incomes for housing costs." The rehab/repair program will provide its services by way of a soft second mortgage with a 5 year affordability period thus ensuring that homeowners will not be cost burdened.
- "In 2010, 18 percent of Santa Fe residents were living in poverty, up from 12 percent in 1999 and about the same (17 percent) as in 2007. Hispanic residents are more likely than non-Hispanic whites to be living in poverty—25 percent compared to 11 percent." Unfortunately, the Needs Assessment does not provide statistics on the number of homes that need repairs but it does state that 1% of homes in Santa Fe are substandard. A "windshield" survey of homes in Santa Fe and our own experience of taking unsolicited calls from homeowners who need critical repairs and can't afford them shows that the need for the rehab and repair services is significant.

### **What is the timeline for the project?**

SFHFH is building, rehabilitating and repairing homes 52 weeks per year. The timeline for this project is 1 year coinciding with the city's fiscal year.

---

### **Site Information (if applicable)**

If your proposed project include acquisition, conversion, preservation and new construction of homeownership or rental housing, please provide the following information.

Site control is or will be in the form of\*:  Deed  Option  
 Lease (Term \_\_\_\_ Years)  Purchase Contract  Other \_\_\_\_\_

\* If project approved, proof of site control must be provided before funds are disbursed.

Expiration Date of Contract, Option, or Lease \_\_\_\_\_ (month/year)

Site Description: Passive Home Project

Area of Site: \_\_\_\_\_ acres or \_\_\_\_\_ square feet

Is site zoned for your development?  Yes  No Zoning \_\_\_\_\_

If no, is site currently in the process of re-zoning?  Yes  No Re-Zoning \_\_\_\_\_

When is zoning issue to be resolved? \_\_\_\_\_ (month/year)

Has the City approved the site plan and/or plat?  Yes  No

If yes, provide a copy of the site plan/plat.

Are there any other development reviews and approvals required?  Yes  No

Explain:

\_\_\_\_\_

List any required reports or studies underway or completed such as soils report, environmental assessment, traffic study)

\_\_\_\_\_

\_\_\_\_\_

Has the City issued the building permit?  Yes  No

Are all utilities presently available to the site?  Yes  No

If no, which utilities need to be brought to the site? \_\_\_\_\_

Who has responsibility of bringing utilities to site? \_\_\_\_\_

### 3. Affordability:

Outline the affordability time period for this project based on the definition listed on page 7 of this document (i.e. loans to \$14,999 – 5 years, \$15,000 to \$40,000 – 10 years, 40,001-\$100,000 – 15 years and over \$100,000 – 20 years)

All AFTF projects will be under \$14,999 and have a soft second mortgage with a 5 year term.

**4. Demonstrated Capability - Organizational Capacity**

Describe the expertise of your organization and past projects to provide the type of housing or programs proposed for funding:

SFHFH has been in existence since 1987 and has completed 91 homes during that period. For the past 10 years, the organization has been completing 5-7 homes each year. Our current annual budget is \$2,047,873 and we maintain a reserve fund of at least \$250,000. In addition, we received our first endowment last year of \$200,000 and we are expecting an additional endowment gift from this same donor of \$200,000 in the current year calendar.

In addition to typical fundraising efforts, SFHFH's ReStore operation nets the organization approximately \$250,000 annually. One advantage of Habitat for Humanity's restrictive policy on no-interest loans is that we also receive over \$250,000 in house payments from completed homes.

SFHFH completed one major rehab through MFA's House by House program last year and have completed one this year through the same program with another rehab approved and in the bidding stage. We believe that we have more than enough organizational capacity to complete this project.

In 2012, SFHFH completed solar installations on 4 existing homes under a CDBG grant.

In our last fiscal year, 92% of the organizations were program expenses – this is an excellent benchmark for a non-profit organization.

According to an annual survey conducted by Builder Magazine, Habitat for Humanity is the 6<sup>th</sup> largest home builder in the United States in number of units completed.

Describe your staffing and attach resumes of key personnel: \_\_\_\_\_

SFHFH has a lean but highly experienced and competent staff. Ted Swisher has 40 years experience in affordable housing – mostly with Habitat for Humanity. Rob Lochner has over 20 years experience in construction and rehab with for profit and non-profit entities. Prior to join the SFHFH staff Rob managed Homewise's rehab program completing as many as 80 projects annually. Jacqueline Ulrich has a master's degree in architecture from UNM. Resumes are attached.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Demonstrate Financial Soundness.** Please submit:

• Audited Financial Statements for 2011 and 2012.

• Current Statement of Assets & Liability

<b>Santa Fe Habitat for Humanity Rehab/Repair Program Budget</b>			
<b>Uses</b>			
<b>Critical Repair and Rehab</b>			
20 Projects @ \$1000/home		\$20,000	
10 Projects @ \$5,000/home		\$50,000	
Major Rehab 2 projects @ \$50,000/home		\$100,000	
<b>Total Uses</b>		<b>\$170,000</b>	
<b>Sources</b>			
AHTF		\$20,000	
SF Habitat for Humanity		\$20,000	
Federal Home Loan Bank		\$30,000	
MFA - House by House Program		\$100,000	
<b>Total Sources</b>		<b>\$170,000</b>	



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 **FOR:** ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor Habitat For Humanity

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$20,000.00

Termination Date: June 30, 2015

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

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Finance emergency repairs for owner occupied homes with very low income residents earning less than 50%

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

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

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

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

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 20,000.00



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 **Procurement History:** One year terms  
example: (First year of 4 year contract)

7 **Funding Source:** AHTF **BU/Line Item:** 22543.510500

8 **Any out-of-the ordinary or unusual issues or concerns:** 2 2831. 510400

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Roberta Catanach

Phone # \_\_\_\_\_ -6421

10 **Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/11/2013

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).

<b>PRODUCER</b> Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 888-553-9002 FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Santa Fe Habitat for Humanity 2414 Cerrillos Road Santa Fe, NM 87505	INSURER A:	Ace American Insurance Co. NAIC# 22667
	INSURER B:	Ace Property and Casualty 20699
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

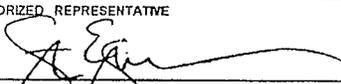
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL1065365-13	04/01/2013	04/01/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000			UM1065365-13	04/01/2013	04/01/2014	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEES	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Builder's Risk - Special Form			BR1065365-13	04/01/2013	04/01/2014	Limit	\$2,000,000
							Deductible	\$5,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe  120 S. Federal Place  Santa Fe, NM 87501	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 
--	---

ACORD 25 (2010/05)

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CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Homewise, Inc. the ("Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

1. The City has allocated funds from the Affordable Housing Trust Fund (AHTF) in accordance to the New Mexico Affordable Housing Act.
2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.
3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.
4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City with funds from an Affordable Housing Trust Fund grant allocation:

A. Deferred down payment assistance to assist eligible families who earn less than one hundred twenty percent (120%) of the area median income (AMI) in purchasing a home with the 2014-2015 Affordable Housing Trust Fund (AHTF) grant allocation of fifty-five thousand dollars (\$55,000). A minimum of three (3) deferred down payment assistance mortgages shall be completed, and no single loan shall exceed twenty thousand dollars (\$20,000). Homes purchased must be within the City of Santa Fe.

B. Income verification of the homeowners who purchase a home using AHTF funds.

C. Record subordinate lien for the City's amount of assistance with the Santa Fe County Clerk's Office.

D. Maintenance of a separate restricted revolving loan fund for the AHTF monies. AHTF loans must be repaid upon sale, transfer title, failure to occupy the home as the primary residence, or if the homeowner refinances an amount greater than the original mortgage at purchase. Revolving funds may be loaned to another qualified home buyer.

E. Return, upon receiving written notice from the City, any unobligated cash in the AHTF revolving loan fund to the City within sixty (60) days.

F. Provide a report to the City of the results of the Deferred Down Payment Program.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty five thousand dollars (\$55,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the home repair funds provided by the City under this Agreement are subject to the requirements of the New Mexico Affordable Housing Act (the Act) and the Notice of Funding Availability (NOFA) and application for funds that was released by the City and to which Contractor responded with a proposal to provide home repair services in accordance with Exhibit "A" attached hereto. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2015, unless sooner pursuant to Article 6 below.

7. TERMINATION

A. This Agreement may be terminated by the City upon 15 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

9. CONFIDENTIALITY

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

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any

portion of the services to be performed under this Agreement without the prior written approval of the City.

12. RELEASE

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

13. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor 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 this Agreement.

14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

15. NEW MEXICO TORT CLAIMS ACT

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

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

16. THIRD PARTY BENEFICIARIES

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

17. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and

regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment

position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
PO Box 909  
Santa Fe, NM 87501

Homewise, Inc  
1301 Siler Road, Bldg D  
Santa Fe, NM 87507

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
HOMEWISE, INC.

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
MIKE LOFTIN  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS # 02-062377-00-1  
City of Santa Fe Business  
Registration #14-00063137

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

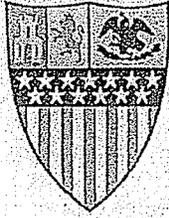
APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN  
INTERIM CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA  
FINANCE DIRECTOR

22831.510500 & 22579.510500  
BUSINESS UNIT/LINE ITEM



# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

## 2014-2015 AHTF APPLICATION

### General Information

Applicant Name(s):	Homewise, Inc.	Federal Tax ID #:	85-0346325
Address:	1301 Siler Road	City Business Reg. #:	14-00063137
	Building D	CRS#:	02-062377-00-1
City/State/Zip Code:	Santa Fe, NM 87507	Telephone:	(505) 983.6214
Project Contact:	Cece Derringer	FAX:	(505) 983.4655
Email Address:	cderringer@homewise.org		

Amount of Allocation Requested: \$250,000.00

### Type of Applicant:

Partnership     
  Corporation     
  Non-Profit\*     
  Other \_\_\_\_\_

\* Non-profit must provide proof of non-profit status. This proof includes submittal of current registration as charitable organization with the NM Attorney General's Office, covering the most recent Fiscal Year, or proof of exemption. Information can be obtained online at <https://secure.nmag.gov/coros/>. Verification should be in the form of the first page of the "NM Charitable Organization Statement."

Project Name: Down Payment Assistance for Customers 81% to 120% AMI

Project Address (if applicable): Homewise, Inc.  
1301 Siler Rd., Bldg. D

City/State/Zip Code: Santa Fe, NM 87507

### Priority Project

Based on the adopted 2014-2016 Priority list (in chart above) adopted by City council, select one of the categories your project falls under:

**Rental Vouchers** - Pilot Project to provide supported rental vouchers (includes access to counseling, health services, case management, and other services) to renters earning less than 30%AMI;

Emergency Shelters including permanent supported shelter housing - Development, construction, and preservation of shelter/permanent supported rental facilities, including infrastructure improvements;

Provision of Rental Units and Support Services for Low Income and Extremely Low Income\* Renters - Acquisition, conversion, preservation and new construction of tiered income multi-family rental properties; including infrastructure or one-time emergency rental assistance; (\*see page 8 for definition)

Down payment Assistance/Increase of Ownership Opportunities - Down payment assistance in the form of soft-second mortgage that "buys down" principal amount of loan to lower monthly payment; Acquisition, conversion, preservation and new construction of homeownership housing;

Homeowner Rehabilitation Programs, Energy Efficiency Upgrades, Accessibility Retrofits - Acquisition, conversion, and preservation of affordable housing that accommodates needs of current householders.

### Project Description:

Please provide a narrative of your project. Specifically who will be served, anticipated outcomes, etc.

Homewise operates a Down Payment Assistance Program as a critical part of our integrated Home Purchase program. Through this program, we help Santa Fe families overcome their challenges to home purchase, which typically include affordability, down payment, and credit. Down Payment assistance is an essential tool we use in that effort and AHTF funds would be used to provide that assistance to families earning between 80% and 120% of AMI.

Homewise provides down payment assistance in the form of a 0% interest, deferred loan that is due upon sale. The deferred loan lowers the buyer's monthly payment because no monthly payments are required. The loan amount is repaid when the owner sells the home (or otherwise transfers ownership) and those repayments are then revolved to assist future buyers.

Our requested funds of \$250,000 would help an estimated 27 homebuyers to achieve their home purchase goals. We will utilize these funds in conjunction with our Homewise Mortgage Product, which allows us to offer a 30-year fixed rate loan and eliminate mortgage insurance. In addition, our Homewise Mortgage lowers the up-front cash required of our buyers compared to other loan options in the marketplace. The result is a home purchase package that lowers monthly payments, lowers the upfront cash required, and reduces the total interest and mortgage insurance paid over the life of the loan. We use Down Payment Assistance loans for borrowers who still face an affordability barrier and need their monthly payment further reduced. AHTF funds will help us create an additional 27 homeowners who would otherwise be priced out of home purchase.

### 1. Funding:

How will the AHTF allocation be used for this project? What additional funding sources are secured or will be secured upon receipt of allocation? The City of Santa Fe requires financing from other sources to be committed prior to the release of funds from the AHTF.

AHTF funds will be used for down payment assistance loans for households between 80%-120% of AMI. These loans, ranging in size from \$5,000 to \$20,000 based on borrower's need, will be at 0% interest and will be due upon sale or refinance. In addition to down payment assistance, Homewise provides

amortizing second mortgages to homebuyers that eliminate the cost of mortgage insurance thereby reducing the monthly mortgage payment and maximizing the amount which a homebuyer can borrow. Sources for the amortizing seconds are secured and include grants from the CDFI Fund of the US Treasury Department and NeighborWorks America, as well as loans from a number of sources including the CHRISTUS St. Vincent Regional Medical Center, Santa Fe Community Foundation, Calvert Foundation, religious investors, Bank of America and US Bank.

**Leveraging/Matching Requirement:**

**\$3 to \$1 Leveraging:** for every \$1 allocated through the AHTF, at least \$3 from other sources will be expected (leveraged funds can include long term mortgages, other sources of grants, owner equity, proceeds from Low Income Housing Tax Credits, or the current value of land); organizational resources should be used to provide \$1 of match.

Briefly Describe:

As shown in the budget following, Homewise expects to leverage each AHTF dollar with \$19 dollars and match each AHTF dollar with \$3.78 of Homewise matching funds. Leverage will come from the Homewise Mortgage, which includes a first mortgage at 80% of loan to value and is sold to Fannie Mae for permanent funding. In addition, the borrower's cash contribution toward their home purchase also serves as leverage funds. The required match will come from the Homewise amortizing second mortgages, funded by Homewise from sources we have secured. It is the amortizing second mortgage that eliminates the need for mortgage insurance and maximizes the affordability to the homebuyer.

**Project Budget and/or Development Pro-Forma:** demonstrate use of leveraged and matching funds as well as evidence that operating budget is sufficient to administer the proposed program/project

The summary below shows how AHTF funds will be used in a typical home purchase transaction. This sample also demonstrates the leverage and match achieved for each transaction and for the entire project.

**Typical Home Purchase Transaction**

Average sales price	\$ 215,000
Closing costs	\$ 6,450
<b>Total Transaction cost</b>	<b>\$ 221,450</b>

<b>Sources of Funds</b>		<b>Project Budget for 27 homebuyers assisted</b>	
First mortgage, sold to FNMA	\$ 170,000	\$ 4,590,000	leverage
Homewise Amortizing Second mortgage	\$ 35,000	\$ 945,000	Homewise match
Average Buyer's cash contribution	\$ 6,450	\$ 174,150	leverage
Down payment Assistance Loan	\$ 10,000	\$ 250,000	AHTF
<b>Total Home Purchase Financing</b>	<b>\$ 221,450</b>	<b>\$ 5,979,150</b>	

Requested AHTF	\$ 250,000	ratio
Total Leverage	\$ 4,764,150	\$19 to \$1
Total Homewise Match	\$ 945,000	\$3.78 to \$1

Homewise will fund the operating costs of administering the down payment assistance loan program itself so that the entirety of the award can be deployed as direct assistance to homebuyers. The attached financial documents demonstrate the Homewise has sufficient resources budgeted to administer the project.

**2. Need/Benefit & Project Feasibility:**

Demonstrate, using data-based analysis, that there is a clear connection between the proposed project/program and adopted Priority(s), and evidence that the proposed project/program meets current and future market demands. Provide narrative below (use additional sheets as necessary):

The City's Five Year Consolidated Plan reflects the following Goal: "Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners." Homewise's down payment assistance loan program immediately furthers this goal by removing key barriers to home purchase and create additional opportunities for affordable homeownership.

The City's goal reflects the market need for improving housing affordability. According to the Consolidated Plan:

*Even with the recent declines in sale prices, the residential housing market in Santa Fe has become less affordable since 2000. The growth in median home values and in median sale prices for both single family homes and condos has far outpaced the growth in income from homeowners and renters. This is especially true for renter households, whose median income increased by only 4 percent between 2000 and 2011. As a result, it has become increasingly difficult for renters who wish to buy a home in Santa Fe to find an affordable property for purchase. This trend is not likely to change in the foreseeable future.*

Prospective homebuyers face three main obstacles to homeownership: Affordability, down payment and credit. As the consolidated plan notes, the affordability challenge has persisted despite drops in home prices in recent years. The median price in the city rose 65% between 2000 and 2010 to reach \$310,000. The annual income needed to purchase such a home using a typical FHA loan is about \$75,000, well above the \$48,000 median income of a Homewise homebuyer (also equal to a 3-person family at 80% AMI). Down payment assistance loans help improve affordability by lowering the monthly payment associated with the home purchase.

The down payment barrier also hampers opportunities for homeownership in Santa Fe. Down payment requirements have increased in recent years. A low income family in Santa Fe earning about \$48,000 would need almost 20 years to save a 20% down payment for a \$215,000 home, based on the national savings rate (Center for Responsible Lending). For families without those funds, the main alternative is FHA, which still requires a 3.5% down payment plus closing costs, or about \$14,000. Homewise uses

our Homewise Mortgage to lower that barrier still, requiring a minimum 2% upfront cash contribution from the individual or family, or about \$4,300. While it would take over 5 years for the low income family to save for the FHA mortgage, the Homewise Mortgage shortens that time to under 2 years. We use this Homewise Mortgage to leverage the impact of the Down Payment Assistance Loans. Our product removes the upfront cash barrier while the Down Payment Assistance Loans brings down the monthly payment to a more affordable amount, thereby helping create new opportunities for homeownership.

The final obstacle to home purchase is credit, and Homewise addresses this obstacle through our free one-on-one home purchase preparation. Qualifying for a mortgage is a major barrier for families in Santa Fe. From 2007 to 2013, the minimum credit score required increased from 625 to 690 on FHA purchase loans and from 730 to 770 on conventional loans. Through our home purchase preparation, home buyer education, and financial literacy classes, Homewise helps clients improve their credit profiles to meet our strict underwriting standards and then rewards their work with the lower cost Homewise Mortgage and, where needed, Down Payment Assistance Loans. Last year, Homewise helped 340 households improve their credit scores. These supportive services are critical to making our Down Payment Assistance Loan program successful both in the short term and long term as it helps us qualify buyers for purchase who are poised for long-term success.

Despite the challenges facing prospective Santa Fe homeowners, there continues to be strong demand for home purchase. According to the Santa Fe Association of Realtors, the volume of home sales has increased 41% since 2009. Our own leading indicators show a growth in demand for home purchase services as well. In 2013, Homewise worked with 724 clients to put together an individual home purchase action plan, representing a 34% increase from just the year before.

The City's Housing Needs Assessment also demonstrates the strong demand for home purchase that is stifled by the affordability and down payment challenges. According to the Needs Assessment:

*Of renters and in-commuters who have not purchased in the city, 43 percent cited lack of affordable housing as the primary reason. Among respondents who used to live in the city but moved out of the city the majority did so to find affordable housing (72%).*

In addition, the Needs Assessment noted that 40% of in-commuters would move to Santa Fe if they could find an affordable single family home, condo or townhome. Homewise's Down Payment Loan Program, when combined with our financial coaching and our Homewise Mortgage, helps remove the barriers to homeownership so that Santa Fe can better meet its demand for homeownership.

#### **What is the timeline for the project?**

Homewise's Down Payment Assistance Loan Program is already established and has a long history of successful operation, and therefore the timeline for this project begins immediately upon receipt of request funds. Homewise assists approximately 180 households purchase homes in the each year, the vast majority of whom purchase homes in the City and are below 120% of AMI. It is anticipated that the AHTF funds will be fully deployed in down payment assistance loans within the first six to eight months of the contract period.

**Site Information (if applicable) NOT APPLICABLE TO THIS APPLICATION**

If your proposed project include acquisition, conversion, preservation and new construction of homeownership or rental housing, please provide the following information.

Site control is or will be in the form of\*:  Deed  Option  
 Lease (Term \_\_\_\_ Years)  Purchase Contract  Other \_\_\_\_\_

\* If project approved, proof of site control must be provided before funds are disbursed.

Expiration Date of Contract, Option, or Lease \_\_\_\_\_ (month/year)

**Site Description:**

Area of Site: \_\_\_\_\_ acres or \_\_\_\_\_ square feet

Is site zoned for your development?  Yes  No Zoning \_\_\_\_\_

If no, is site currently in the process of re-zoning?  Yes  No Re-Zoning \_\_\_\_\_

When is zoning issue to be resolved? \_\_\_\_\_ (month/year)

Has the City approved the site plan and/or plat?  Yes  No

If yes, provide a copy of the site plan/plat.

Are there any other development reviews and approvals required?  Yes  No

Explain:

\_\_\_\_\_  
\_\_\_\_\_

List any required reports or studies underway or completed such as soils report, environmental assessment, traffic study)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the City issued the building permit?  Yes  No

Are all utilities presently available to the site?  Yes  No

If no, which utilities need to be brought to the site? \_\_\_\_\_

Who has responsibility of bringing utilities to site? \_\_\_\_\_

### 3. Affordability:

Outline the affordability time period for this project based on the definition listed on page 7 of this document (i.e. loans to \$14,999 – 5 years, \$15,000 to \$40,000 – 10 years, 40,001-\$100,000 – 15 years and over \$100,000 – 20 years)

To ensure long term affordability and the responsible use of AHTF funds, Homewise will utilize a deferred mortgage that is due upon sale to recapture AHTF Funds. Recaptured funds will be revolved to provide additional down payment assistance loans to future buyers. The mortgage does not expire or forgive, ensuring that funds are recaptured beyond the minimum affordability periods required. Using this deferred mortgage tool to recapture funds ensures that Homewise's down payment assistance loan program complies with the City's long term affordability requirements.

### 4. Demonstrated Capability - Organizational Capacity

Describe the expertise of your organization and past projects to provide the type of housing or programs proposed for funding:

Homewise, founded in 1986, began its home ownership program in 1992. Since that time 2,789 (as of 12/31/13) families and individuals have purchased homes through Homewise. Homewise has been recognized for its effectiveness towards its mission of supporting homeowners towards the goal of financial security through homeownership, including maintaining the home as a valuable asset for building family wealth. The efficiency of Homewise is audited and reviewed by various funders including the City of Santa Fe, NeighborWorks® America, Opportunity Finance Network through the CARSTM Rating system, the New Mexico Mortgage Finance Authority and our private auditors. Historically, these audits have consistently returned a result of no significant findings.

Homewise is the top home purchase lender for loans under \$200,000 in Santa Fe, a scale that positively influences the entire market. Since FY11 we have created over 500 new owners and deployed \$90 million in home purchase loans. By creating successful homeowners at a high volume, we help make our neighborhoods more resilient.

Our customers face obstacles of down payment, affordability and credit in their efforts to become homeowners. Homewise helps clients overcome credit, savings and debt obstacles through one-on-one counseling and free homebuyer education and financial literacy classes that prepare clients to qualify for a mortgage and become a financially successful homeowner.

Homewise's mortgage product meets our customers needs in achieving and managing homeownership in a way that builds financial security through competitive fixed rates, low fees, the elimination of mortgage insurance, and fixed terms.

Outside of Homewise, most of these clients would rely on an FHA loan, a public homeownership program, or a combination of both to overcome these challenges. Yet, the majority of banks in Santa Fe do not offer FHA mortgages and even fewer participate in the state housing finance agency's first-time homebuyer programs. Many lenders have established minimum credit score requirements that are higher than the secondary market requires, potentially disqualifying families and individuals in Santa Fe who wish to become homeowners.

Most importantly, other lenders do not offer counseling or education programs that help the prospective buyers improve their credit to meet strict loan standards. In addition, none of these lenders offer a product comparable to the Homewise Mortgage, which reduces the down payment requirement and eliminates expensive mortgage insurance.

Metric	FY11	FY12	FY13	YTD (as of 12/31)
# Attending Educational Classes (HBE and Financial Literacy)	552	568	462	473
Total # Homebuyers Created	118	128	161	189
\$\$ Loaned for Homeownership	\$17,503,256	\$22,178,540	\$61,644,792	\$33,740,657
Total # Homes Developed	22	36	30	37

Describe your staffing and attach resumes of key personnel:

The Homewise staff responsible for the Home Purchase services has many years of experience in financial counseling, homebuyer education, real estate sales and lending creating a seamless process for homeowners seeking these services. They are backed by a skilled accounting and finance staff and a marketing department with expertise in messaging and media appropriate for these services. The Homewise staff has administered previous AHTF allocations for home purchase lending.

The staff directly responsible for the Home Purchase Loan Fund includes:

- **Mark Vanderlinden, Chief Lending Officer** Mr. Vanderlinden has over 30 years of experience in private mortgage lending and operations management at Fannie Mae, FHLB of Atlanta and the NM MFA. He is responsible for managing Home Purchase Lending services.
- **Liz Rodriguez, Annette Tapia and Phil Vargas, Loan Officers** Ms. Rodriguez, Ms. Tapia and Mr. Vargas oversee the origination and closing of home purchase loans, drawing on over 35 years of combined lending experience.
- **Bruce Miller, Chief Financial Officer, Albert Granados, Controller and Sarah Geisler, Business Analyst** Mr. Miller, Mr. Granados and Ms. Geisler use their combined 70 plus years of corporate accounting, business management and project and records management to manage reporting and tracking of all government contracts awarded to Homewise.
- **Cece Derringer, Director of Resource Development and Communications** Ms. Derringer uses her 30 plus years of marketing experience to develop the Homewise messaging and media

strategies to reach the target market for the home purchase services including education, counseling and post-purchase home improvement services.

- **Michael Loftin, Chief Executive Officer** With 36 years of experience in housing and community development, Mr. Loftin oversees the implementation and operation of the program and works with public officials to inform policy discussions and communicate the goals and results of city-supported programs such as the Homewise Affordable Home Loan program.

**Demonstrate Financial Soundness. SEE ATTACHMENTS**

Please submit:

- Audited Financial Statements for 2011 and 2012.
- Current Statement of Assets & Liability

## AHTF PROPOSAL EVALUATION CRITERIA

Scores of the evaluation committee members will be totaled to rate the applicants.  
Applications shall be scored according to the following criteria and minimum standards:

CRITERIA	Weighted Value	Evaluation Points (1-5)	Total Points	Max. Score
<b>Funding</b> <ul style="list-style-type: none"> <li>• Leverage amounts from other sources</li> <li>• Operating budget shows evidence of sufficient revenue to administer the proposed program</li> <li>• Secured matching resources</li> </ul>	20%			100
<b>Need/Benefit &amp; Project Feasibility</b> <ul style="list-style-type: none"> <li>• Data driven analysis that shows:</li> <li>• The proposal is responsive to current and future market demand</li> <li>• A clear connection between the proposed project/program and the 2014-2016 Priorities (chart on page 2)</li> <li>• Income mix, if applicable</li> <li>• Site control</li> <li>• Realistic time frame for completion of funded project/program activities</li> </ul>	40%			200
<b>Affordability</b> <ul style="list-style-type: none"> <li>• Affordability requirements</li> </ul>	20%			100
<b>Demonstrated Capability – Organizational Management</b> <ul style="list-style-type: none"> <li>• Staff</li> <li>• Organizational Experience</li> <li>• Expertise in type(s) of housing or service(s) proposed</li> <li>• Demonstrated Financial Soundness</li> </ul>	20%			100
<b>TOTAL:</b>	<b>100%</b>			<b>500</b>

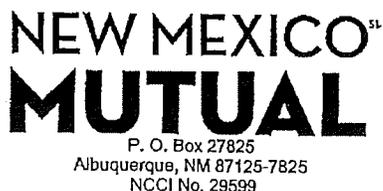
**EVALUATION POINTS:**

**1 -- Lowest**

**5 – Highest**

**Sub Agency:**  
HUB INTERNATIONAL INSURANCE SERVICES INC -  
SANTA FE  
7770 JEFFERSON NE 200  
ALBUQUERQUE New Mexico 87109

**Agent:**  
EMILY MASCARENAS  
**Issuing Company:**  
New Mexico Mutual Casualty Company



**Workers' Compensation and Employers' Liability Policy**  
**Information Page**

**1. Name and Mailing Address of Insured:**

HOMEWISE INC  
1301 SILER RD, BLDG D  
SANTA FE New Mexico 87507

**Policy Number:**5950.121  
**Renewal of:** 5950.120  
**Emp. Federal ID::**850346325  
**NM Emp. Sec. ID:**1362691  
**NCCI Risk ID:**300032125

**Insured is:** Not for Profit Corporation

Other Workplaces Not Shown Above: NONE

2. The policy period from: 12/03/2013 to 12/03/2014 12:01 AM Mountain Standard Time at insured's mailing address.

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: **NEW MEXICO**

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily Injury by Accident</b>	<u>\$1,000,000</u>	<b>each accident</b>
<b>Bodily Injury by Disease</b>	<u>\$1,000,000</u>	<b>policy limit</b>
<b>Bodily Injury by Disease</b>	<u>\$1,000,000</u>	<b>each employee</b>

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: **None**

D. This policy includes these endorsements and schedules:

WC000001A NM000075 WC000000B WC000419 WC000422A WC304001  
NM000060 WC000406 NM000025 NM300402 NM000015 WC300401A  
WC000414 WC300301 WC300601

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

# Schedule of Certificate Holders

Print Date: 11/08/13

**Client Name and Address**  
 Homewise Inc  
 1301 Siler Rd Building D  
 Santa Fe, NM 87507

**Agency Name and Address**  
 HUB NM Santa Fe CI  
 P.O.Box 5080  
 Santa Fe, NM 87502

#	Holder Name and Address Description of Operations	Group Codes	Date Off
1	City of Santa Fe Attn: Kym Dicome; P O Box 909 Santa Fe, NM 87504 Description of Operations: For Information Purposes Only.	GLAW	
2	City of Santa Fe PO Box 909 Santa Fe, NM 87504 Description of Operations: Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability per attached form 81889 1207. Workers Compensation coverage is evidence only.	GLAW	
3	City of Santa Fe PO Box 909 Santa Fe, NM 87504 505-955-6655 Fax 15059556655@myfax.com Description of Operations: Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability per attached form 81889 1207. Workers Compensation coverage is evidence only.	GLAW	
4	City of Santa Fe; Affordable Housing PO Box 909 Santa Fe, NM 87504 505-955-6655 Fax rlcatanach@ci.santa-fe.nm.us Description of Operations:	GLAW	

## Schedule of Certificate Holders (Continued)

#	Holder Name and Address Description of Operations	Group Codes	Date Off
	Where required by written contract or agreement, City of Santa Fe Affordable Housing is included as additional insured with respects to general liability per attached form 81889 1207. Workers Compensation coverage is evidence only.		
5	ESS, LLC 1316 Luana St Santa Fe, NM 87505 Description of Operations: For Information Purposes Only.	GLAW	
6	Fannie Mae Attn: Robert Lis;1 South Wacker Dr NO 1400 Chicago, IL 60606 3123686395 Fax 131123686395@myfax.com Description of Operations: For Information Purposes Only.	GLAW	
7	For Informational Purposes Only		
	Description of Operations: This certificate is for informational purposes only		
8	Housing and Community Development Department Attn: Roberta Catanach;120 S. Federal Place Room 314 Santa Fe, NM 87504 rlcatanach@ci.santa-fe.nm.us Description of Operations: For Information Purposes Only.	GLAW	
9	Los Alamos National Bank PO Box 60 Los Alamos, NM 87544 Description of Operations: RE: Old Las Vegas Highway	GLAW	
10	New Mexico Finance Authority 344 4th Street SW Albuquerque, NM 87102	GLAW	

# Workers Compensation

## Coverage Summary

Carrier: New Mexico Mutual Casualty Company  
 Effective: 12/03/2013

Workers Compensation (Coverage A):	Statutory
<b>Employers' Liability (Coverage B):</b>	
	Limit
Bodily Injury by Accident - Each Accident	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000
Bodily Injury by Disease - Each Employee	\$1,000,000

### Breakdown by Class:

State: NM

Code	Class Description	Exposure	Rate	Premium
8810	Clerical Office Employees NOC	\$1,421,122	.40	\$5,684
5478	Carpet, Linoleum, Vinyl or Rubber Floor Install	\$0	6.10	\$0
5606	Contractor-Executive Supervisor	\$230,230	1.42	\$3,269
0042	Landscape Gardening & Drivers	\$0	5.20	\$0
8742	Salespersons, Outside	\$606,750	.65	\$3,944
5645	Carpentry-Detached Dwellings	\$0	14.68	\$0

Description	2012 / 2013 Premium	2013 / 2014 Premium
<b>Total Premium from Exposures:</b>	\$ 12,153	\$ 12,897
Increased E.L. Limits	+ 340	+ 142
Experience Modification	- 875	- 1,434
Scheduled Debit/Credit	- 1,162	- 1,161
Premium Discount	- 707	- 705
Expense Constant	+ 230	+ 230
Terrorism Act	+ 452	+ 452
<b>Total Est. Premium:</b>	\$ 10,431	\$ 10,421

2012 Experience Mod. = .93

2013 Experience Mod. = .89

### Payment Options:

- Direct Bill – Same as Expiring



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 FOR: ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor Homewise, Inc

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$55,000.00

Termination Date: \_\_\_\_\_

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

or by City Manager Date: \_\_\_\_\_

Contract is for: Deferred down payment assistance to assist eligible families who earn less and 120% AMI

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

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

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

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

or by City Manager Date: \_\_\_\_\_

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 55,000.00



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**5 Procurement Method of Original Contract:** (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** One year terms  
example: (First year of 4 year contract)

**7 Funding Source:** AHTF **BU/Line Item:** 22831.510500 & 22579.510500

**8 Any out-of-the ordinary or unusual issues or concerns:**  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Roberta Catanach  
Phone # \_\_\_\_\_ -6421

**10 Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Homewise, Inc the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

1. The City has allocated funds from the Affordable Housing Trust Fund (AHTF) in accordance to the New Mexico Affordable Housing Act.

2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.

3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.

4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Provide financing to current homeowners to make necessary repairs, upgrade appliances, windows, and other fixtures and improve energy and water conservation.

B. Eligible homebuyers will earn no more than 120% Area Median Income (AMI).

C. Serve (4-6 households) with deferred loans, amortizing loans, coordinated financing, SNAP (Special Needs Assistance Program that provides grants up to \$5,000 for seniors or disabled homeowners) or solar tax credits.

D. Loan amounts will range from \$5,000 - \$25,000 per household.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty thousand dollars (\$50,000), inclusive of applicable gross receipts taxes.

B. Payment shall be made on a reimbursement basis as set forth in Paragraph four (4) herein. Compensation shall be paid only for services actually performed and accepted by the City.

4. PROOF OF PAYMENT BY CONTRACTOR OF AHTF FUNDS

Contractor shall submit each month to the City's Housing and Community Development Department receipts and/or cancelled checks along with a detailed statement of use of funds prior to reimbursement from the City. The statement shall include the name of the homeowner, address, the owner's percentile of income according to the Department of Housing and Urban Development (HUD)'s Area Median Income (AMI) data, and the description of services provided.

5. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the home repair funds provided by the City under this Agreement are subject to the requirements of the New Mexico Affordable Housing Act (the Act) and the Notice of Funding Availability (NOFA) and application for funds that was released by the City and to which Contractor responded with a proposal to provide home repair services in accordance with Exhibit "A" attached hereto. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2015, unless sooner pursuant to Article 8 below.

8. TERMINATION

A. This Agreement may be terminated by the City upon 15 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

9. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

10. CONFIDENTIALITY

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

11. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

12. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

13. RELEASE

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

14. INSURANCE

A. The Contractor, at its own cost and expense, shall

carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor 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 this Agreement.

15. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. NEW MEXICO TORT CLAIMS ACT

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

17. THIRD PARTY BENEFICIARIES

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

18. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

21. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

23. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

24. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Po Box 909  
Santa Fe, NM 87501

Homewise, Inc  
1301 Siler Rd, Bldg D  
Santa Fe, NM 87507

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
HOMEWISE, INC:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
MIKE LOFTIN  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

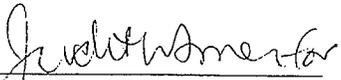
DATE: \_\_\_\_\_

CRS # 02-062377-00-1  
City of Santa Fe Business  
Registration #14-00063137

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

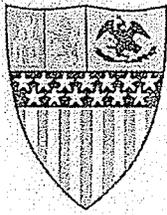
APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN  
INTERIM CITY ATTORNEY 3/12/14

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR

~~22737.510500~~ 22573.510400 & 22579.510400  
BUSINESS UNIT/LINE ITEM



# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

## 2014-2015 AHTF APPLICATION

### General Information

Applicant Name(s):	Homewise, Inc.	Federal Tax ID #:	85-0346325
Address:	1301 Siler Road Building D	City Business Reg. #:	14-00063137
		CRS#:	02-062377-00-1
City/State/Zip Code:	Santa Fe, NM 87507	Telephone:	(505) 983.6214
Project Contact:	Cece Derringer	FAX:	(505) 983.4655
Email Address:	cderringer@homewise.org		

**Amount of Allocation Requested:** \$100,000.00

### Type of Applicant:

Partnership     Corporation     Non-Profit\*     Other \_\_\_\_\_

\* Non-profit must provide proof of non-profit status. This proof includes submittal of current registration as charitable organization with the NM Attorney General's Office, covering the most recent Fiscal Year, or proof of exemption. Information can be obtained online at <https://secure.nmag.gov/coros/>. Verification should be in the form of the first page of the "NM Charitable Organization Statement."

Project Name: Home Improvement Loans for Customers Above 80% AMI

Project Address (if applicable): Homewise, Inc.  
1301 Siler Rd., Bldg. D

City/State/Zip Code: Santa Fe, NM 87507

### Priority Project

Based on the adopted 2014-2016 Priority list (in chart above) adopted by City council, select one of the categories your project falls under:

- Rental Vouchers** - Pilot Project to provide supported rental vouchers (includes access to counseling, health services, case management, and other services) to renters earning less than 30%AMI;
- Emergency Shelters including permanent supported shelter housing** - Development, construction, and preservation of shelter/permanent supported rental facilities, including infrastructure improvements;
- Provision of Rental Units and Support Services for Low Income and Extremely Low Income\* Renters** - Acquisition, conversion, preservation and new construction of tiered income multi-family rental properties; including infrastructure or one-time emergency rental assistance; (\*see page 8 for definition)
- Down payment Assistance/Increase of Ownership Opportunities** - Down payment assistance in the form of soft-second mortgage that "buys down" principal amount of loan to lower monthly payment; Acquisition, conversion, preservation and new construction of homeownership housing;
- Homeowner Rehabilitation Programs, Energy Efficiency Upgrades, Accessibility Retrofits** - Acquisition, conversion, and preservation of affordable housing that accommodates needs of current householders.

**Project Description:**

Please provide a narrative of your project. Specifically who will be served, anticipated outcomes, etc.

Homewise proposes to use the requested \$100,000 AHTF funds as an integral expansion of our Home Improvement Loan Program. AHTF funds will be used to make 0% interest deferred home improvement loans to households who are cost burdened and between 80% and 120% of AMI. These loans will fund necessary home improvements.

Homewise's Home Improvement Loan Program is designed to meet the various needs of current homeowners to maintain their asset through necessary repairs and energy/water conservation upgrades. The program provides the following options to existing homeowners:

Deferred Loans: Homeowners who are already cost burdened cannot afford to make an additional monthly payment. Homewise offers a deferred 0% interest loan for these owners, using CDBG funds for owners under 80% AMI and AHTF funds for owners between 80% and 120% AMI.

Amortizing Loans: Owners who can afford a monthly payment are offered a low fixed rate amortizing loan. Homewise has secured the capital for these amortizing loans from sources that include the CDFI Fund of the US Treasury Department, NeighborWorks America, and New Mexico Bank & Trust.

Coordinating Refinancing: When a Home Improvement client is in a high cost mortgage, Homewise will analyze the feasibility of refinancing that mortgage into a more affordable, lower fixed rate option. Homewise funds mortgage refinance loans by selling them on the secondary market to Fannie Mae. The lower, fixed rates save a family on the monthly payment while stabilizing the housing costs, which further improves their financial security.

SNAP: Through the Federal Home Loan Bank of Dallas's Special Needs Assistance Program (SNAP), Homewise can partner with local banks like New Mexico Bank & Trust and First National Bank of Santa

Fe to provide grants of up to \$5,000 to help seniors or disabled homeowners make critical improvements.

**Solar Tax Credits:** In addition to making loans, Homewise assists clients in capturing available resources such as the Solar Tax Credit and available utility rebates, which help reduce project costs. The federal and state income tax credits combine to rebate the borrower 40% of the project cost. Our average loan for a solar installation project is \$25,500, which provides cost offset of about \$10,000 per owner.

AHTF funds will fill a critical need in the program design by providing a source of capital for deferred loans to owners between 80% and 120% of AMI who are cost burdened and have critical home improvement needs.

For families who are already housing cost burdened, even small repairs can be prohibitively expensive. These small problems can then lead to larger problems that make the home unsafe, reduce its value, and become exponentially more expensive to cure. Homewise deferred loans will help families make needed repairs to help prevent those small problems from ballooning into major projects. In addition, they will help families make improvements to reduce energy and water usage, saving the household money each month while also reducing their environmental footprint. Many families require accessibility repairs or upgrades that allow them to age in their homes. Finally, home repair projects also help improve older housing stock and stabilize neighborhood values. Homewise anticipates loan sizes to range from \$5,000 to \$15,000 which would allow us to serve seven to twelve households with the requested AHTF funds. In addition to the loans made with AHTF funds, Homewise anticipates making over 100 home improvement loans in the coming year through the various other home improvement loan options.

#### **1. Funding:**

How will the AHTF allocation be used for this project? What additional funding sources are secured or will be secured upon receipt of allocation? The City of Santa Fe requires financing from other sources to be committed prior to the release of funds from the AHTF.

The requested AHTF funds will be used to provide deferred loans to households up to 120% of AMI who are cost burdened and need to make essential home repairs. The AHTF funds would be part of an estimated \$ 2,838,000 total capital budget to fund about 125 projects. Other sources of financing include CDBG, which will provide deferred loans for families under 80% of AMI, and Homewise funds which will be used to provide amortizing fixed rate loans to families who can afford a monthly payment. Homewise has secured capital for these amortizing loans from various sources including the CDFI Fund of the US Treasury Department, NeighborWorks America, and New Mexico Bank and Trust. Federal Home Loan Bank provides funds for the SNAP grants and the Solar Tax Credit is available to homeowners through their yearly federal and state income tax filings. Refinanced mortgages are sold to Fannie Mae.

#### **Leveraging/Matching Requirement:**

**\$3 to \$1 Leveraging:** for every \$1 allocated through the AHTF, at least \$3 from other sources will be expected (leveraged funds can include long term mortgages, other sources of grants, owner equity, proceeds from Low Income Housing Tax Credits, or the current value of land); organizational resources should be used to provide \$1 of match.

Briefly Describe: Homewise will leverage AHTF funds with several other sources to achieve a leverage ratio of \$3 to \$1. Those sources include CDBG, Federal Home Loan Bank SNAP, and the Federal and State Solar Income Tax Credits. In addition, Homewise will match AHTF funds with its own funds used for the amortizing mortgages to achieve a match ratio of \$16 to \$1.

<u>Sources of Funds</u>		<u>Source</u>	
Deferred Loans 80-120% AMI	100,000	AHTF	AHTF
Deferred Loans Under 80% AMI	100,000	CDBG	Leverage
Amortizing Loans	1,903,000	Homewise	Match
Solar Tax Credits	200,000	State and Federal	Leverage
SNAP	10,000	FHLB	Leverage
Loan Refinancing	\$525,000	Fannie Mae	Leverage
<b>TOTAL</b>	<b>\$2,838,000</b>		

Requested AHTF	\$ 100,000	ratio
Total Leverage	\$ 835,000	\$8.35 to 1
Total Homewise Match	\$ 1,903,000	\$19 to \$1

Project Budget and/or Development Pro-Forma: demonstrate use of leveraged and matching funds as well as evidence that operating budget is sufficient to administer the proposed program/project.

Homewise Project Budget

<u>Source of Funds</u>	<u>Average Transaction Size</u>	<u>Expected Number of Transactions</u>	<u>Total Amount</u>
AHTF Deferred Loans 80-120% AMI	\$ 10,000	7 to 12	100,000
Deferred Loans Under 80% AMI	\$ 10,000	7 to 12	100,000
Amortizing Loans	\$ 21,144	90	1,903,000
Solar Tax Credits	\$ 10,000	20	200,000
SNAP	\$ 5,000	2	10,000
Loan Refinancing	\$ 175,000	3	525,000
<b>Total Budget</b>			<b>2,838,000</b>

Homewise proposes to continue to absorb the operational costs of administering the home improvement loan program itself through fees and interest earned on amortizing home improvement loans. The AHTF award will be fully deployed as loan capital. The attached financial documents show that Homewise's operational budget is strong and sufficient to continue administering this program.

## **2. Need/Benefit & Project Feasibility:**

Demonstrate, using data-based analysis, that there is a clear connection between the proposed project/program and adopted Priority(s), and evidence that the proposed project/program meets current and future market demands. Provide narrative below:

The City's Five Year Consolidated Plan reflects the following Goal: "Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners." The Homewise Home Improvement Loan Program directly furthers this goal by providing affordable financing to owners who need to maintain their home asset or make accessibility upgrades. Loans allow owners to make improvements to their homes that they otherwise would not be able to afford. By offering 0% deferred loans, Homewise allows clients to make small repairs before they balloon into larger projects without adding to their cost burden. In addition, repairs lower the operating costs of the home by reducing water and energy usage, thus supporting long term affordability for the owner. Over the last three years, Homewise provided loans to 271 homeowners, about 82% of which involved energy efficiency improvements. The most common energy improvements are roofs with added insulation, energy efficient windows, solar photovoltaic systems and high efficiency furnaces. Meter data from PNM and NM Gas shows that gas and electricity consumption in homeowners who have used Homewise loans to make these improvements had on average a 21% reduction in energy usage.

The City of Santa Fe's Housing Needs Assessment shows that cost burden is the most common housing problem in the City, and 3,760 current homeowners are cost burdened or severely cost burdened. The Needs Assessment also shows that 1,590 elderly owners are cost burdened or severely cost burdened. These households may be in particular need of deferred financing to make repairs and to make their homes more accessible so they can safely remain in their homes as the age. In addition, the 2011 American Community Survey shows that 45% of owner occupied homes in the City were built prior to 1979, leading to a higher likelihood that they have deferred maintenance challenges. The number of cost burdened owners, combined with the high percentage of housing stock that is older than 35 years, creates a strong demand for Homewise's Home Improvement Loans.

### **What is the timeline for the project?**

Homewise's Home Improvement Program is established and has a long history of successful operation. The timeline for this project begins immediately upon the start of the contract period. Homewise assists approximately 100 households improve their homes in each year, the vast majority of which are in the City and 70% are below 120% of AMI. It is anticipated that the AHTF funds will be fully deployed in home improvement loans within the twelve month contract period.

Site Information (if applicable) NOT APPLICABLE TO THIS APPLICATION

If your proposed project include acquisition, conversion, preservation and new construction of homeownership or rental housing, please provide the following information.

Site control is or will be in the form of\*:  Deed  Option  
 Lease (Term \_\_\_\_ Years)  Purchase Contract  Other \_\_\_\_\_

\* If project approved, proof of site control must be provided before funds are disbursed.

Expiration Date of Contract, Option, or Lease \_\_\_\_\_ (month/year)

Site Description:

Area of Site: \_\_\_\_\_ acres or \_\_\_\_\_ square feet

Is site zoned for your development?  Yes  No Zoning \_\_\_\_\_

If no, is site currently in the process of re-zoning?  Yes  No Re-Zoning \_\_\_\_\_

When is zoning issue to be resolved? \_\_\_\_\_ (month/year)

Has the City approved the site plan and/or plat?  Yes  No

If yes, provide a copy of the site plan/plat.

Are there any other development reviews and approvals required?  Yes  No

Explain:

\_\_\_\_\_

List any required reports or studies underway or completed such as soils report, environmental assessment, traffic study)

\_\_\_\_\_

\_\_\_\_\_

Has the City issued the building permit?  Yes  No

Are all utilities presently available to the site?  Yes  No

If no, which utilities need to be brought to the site? \_\_\_\_\_

Who has responsibility of bringing utilities to site? \_\_\_\_\_

**3. Affordability:**

Outline the affordability time period for this project based on the definition listed on page 7 of this document (i.e. loans to \$14,999 – 5 years, \$15,000 to \$40,000 – 10 years, 40,001-\$100,000 – 15 years and over \$100,000 – 20 years)

To ensure long term affordability and the responsible use of AHTF funds, Homewise will utilize a deferred mortgage that is due upon sale to recapture AHTF Funds. Recaptured funds will be revolved

to provide additional due upon sale home improvement loans to income eligible homeowners in the future. The zero percent interest mortgage does not expire or forgive, ensuring that funds are recaptured beyond the minimum affordability periods required. Using this deferred mortgage tool to recapture funds ensures that Homewise's home improvement loan program complies with the City's long term affordability requirements.

#### 4. Demonstrated Capability - Organizational Capacity

Describe the expertise of your organization and past projects to provide the type of housing or programs proposed for funding:

Homewise was founded in 1986 with the primary mission of home preservation through rehabilitation of the older homes in designated older neighborhoods of Santa Fe. Since that time Homewise has provided Home Improvement services to over 1,900 households.

Homewise has been recognized for its effectiveness towards its mission of supporting homeowners towards the goal of financial security through homeownership, including maintaining the home as a valuable asset for building family wealth. The efficiency of Homewise is audited and reviewed by various funders including the City of Santa Fe, NeighborWorks® America, Opportunity Finance Network through the CARS™ Rating system, the New Mexico Mortgage Finance Authority and our private auditors. Historically, these audits have consistently returned a result of no significant findings.

Homewise administers numerous programs under government contracts, including prior AHTF allocations, CDBG allocations, HOME funding from the New Mexico Mortgage Finance Authority, HUD, City of Santa Fe Affordable Trust Fund, U.S. Department of Treasury Community Development Financial Institutions Fund, Opportunity Finance Network and NeighborWorks® America.

The Homewise Financial Department has a combined average of 25 years' experience in non-profit and government agency reporting and has sophisticated reporting and tracking systems through our proprietary data base HATS® (Homewise Applicant Tracking System) to meet the needs of government contract administration.

Describe your staffing and attach resumes of key personnel:

The Homewise staff responsible for the Home Improvement Lending services has significant lending experience that creates a seamless process for homeowners seeking these services. They are backed by a skilled account and finance staff and a marketing department with expertise in messaging and media appropriate for these services.

The staff directly responsible for the Home Improvement Loan Fund includes:

- **Mark Vanderlinden, Chief Lending Officer** Mr. Vanderlinden has over 30 years of experience in private mortgage lending and operations management at Fannie Mae, FHLB of Atlanta and the NM MFA. He is responsible for managing Home Improvement Lending services.
- **Kate Campbell, Loan Officer** Ms. Campbell oversees the application and closing of all home improvement loans.

- Mary Louise Encinias, Closer/Post-Close Ms. Encinias oversees the closing/post-closing process of all home improvement loans. She brings over twenty years of lending experience to this department.
- Cece Derringer, Director of Resource Development and Communications Ms. Derringer uses her 30 years of marketing experience to develop the Home Improvement messaging and media strategies to reach the target market for these Energy Saving Home Improvement services.
- Michael Loftin, Chief Executive Officer With 30+ years of experience in housing and community development, Mr. Loftin oversees the implementation and operation of the Homewise programs and works with public officials to inform policy discussions and community the goals and results of city-supported programs such as the Homewise Home Improvement Loan program. Mr. Loftin has been the executive director of Homewise for 22 years.
- Audited Financial Statements for 2011 and 2012.
- Current Statement of Assets & Liability

## AHTF PROPOSAL EVALUATION CRITERIA

Scores of the evaluation committee members will be totaled to rate the applicants.  
Applications shall be scored according to the following criteria and minimum standards:

CRITERIA	Weighted Value	Evaluation Points (1-5)	Total Points	Max. Score
<b>Funding</b> <ul style="list-style-type: none"> <li>• Leverage amounts from other sources</li> <li>• Operating budget shows evidence of sufficient revenue to administer the proposed program</li> <li>• Secured matching resources</li> </ul>	20%			100
<b>Need/Benefit &amp; Project Feasibility</b> <ul style="list-style-type: none"> <li>• Data driven analysis that shows:</li> <li>• The proposal is responsive to current and future market demand</li> <li>• A clear connection between the proposed project/program and the 2014-2016 Priorities (chart on page 2)</li> <li>• Income mix, if applicable</li> <li>• Site control</li> <li>• Realistic time frame for completion of funded project/program activities</li> </ul>	40%			200
<b>Affordability</b> <ul style="list-style-type: none"> <li>• Affordability requirements</li> </ul>	20%			100
<b>Demonstrated Capability – Organizational Management</b> <ul style="list-style-type: none"> <li>• Staff</li> <li>• Organizational Experience</li> <li>• Expertise in type(s) of housing or service(s) proposed</li> <li>• Demonstrated Financial Soundness</li> </ul>	20%			100
<b>TOTAL:</b>	100%			500

**EVALUATION POINTS:**

**1 -- Lowest**

**5 – Highest**



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 **FOR:** ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor Homewise, Inc

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$50,000.00

Termination Date: June 30, 2015

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

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Provide financing for curent homeowners to make necessary repairs, upgrade appliances, windows and other fixtures (home improvement)

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

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

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

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

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 50,000.00



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 **Procurement History:** One year terms  
example: (First year of 4 year contract)

7 **Funding Source:** AHTF **BU/Line Item:** ~~22737-510500~~

22573-510400  
22579-510400

8 **Any out-of-the ordinary or unusual issues or concerns:**  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Roberta Catanach

Phone # \_\_\_\_\_ -6421

10 **Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

**Sub Agency:**  
HUB INTERNATIONAL INSURANCE SERVICES INC -  
SANTA FE  
7770 JEFFERSON NE 200  
ALBUQUERQUE New Mexico 87109

**Agent:**  
EMILY MASCARENAS

**Issuing Company:**  
New Mexico Mutual Casualty Company

**NEW MEXICO<sup>ST</sup>  
MUTUAL**

P. O. Box 27825  
Albuquerque, NM 87125-7825  
NCCI No. 29599

**Workers' Compensation and Employers' Liability Policy  
Information Page**

**1. Name and Mailing Address of Insured:**

HOMEWISE INC  
1301 SILER RD, BLDG D  
SANTA FE New Mexico 87507

**Policy Number:**5950.121  
**Renewal of:** 5950.120  
**Emp. Federal ID::**850346325  
**NM Emp. Sec. ID:**1362691  
**NCCI Risk ID:**300032125

**Insured is:** Not for Profit Corporation

Other Workplaces. Not Shown Above: NONE

2. The policy period from: **12/03/2013** to **12/03/2014** 12:01 AM Mountain Standard Time at insured's mailing address.

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: **NEW MEXICO**

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily Injury by Accident</b>	<u>          \$1,000,000          </u>	<b>each accident</b>
<b>Bodily Injury by Disease</b>	<u>          \$1,000,000          </u>	<b>policy limit</b>
<b>Bodily Injury by Disease</b>	<u>          \$1,000,000          </u>	<b>each employee</b>

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: **None**

D. This policy includes these endorsements and schedules:

**WC000001A NM000075 WC000000B WC000419 WC000422A WC304001**  
**NM000060 WC000406 NM000025 NM300402 NM000015 WC300401A**  
**WC000414 WC300301 WC300601**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

# Schedule of Certificate Holders

Print Date: 11/08/13

Client Name and Address  
 Homewise Inc  
 1301 Siler Rd Building D  
 Santa Fe, NM 87507

Agency Name and Address  
 HUB NM Santa Fe CL  
 P.O.Box 5080  
 Santa Fe, NM 87502

#	Holder Name and Address Description of Operations	Group Codes	Date Off
1	<p>City of Santa Fe                      Attn: Kym Dicome; P O Box 909                      Santa Fe, NM 87504                      Description of Operations:                      For Information Purposes Only.</p>	GLAW	
2	<p>City of Santa Fe                      PO Box 909                      Santa Fe, NM 87504                      Description of Operations:                      Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability per attached form 81889 1207. Workers Compensation coverage is evidence only.</p>	GLAW	
3	<p>City of Santa Fe                      PO Box 909                      Santa Fe, NM 87504                      505-955-6655 Fax                      15059556655@myfax.com                      Description of Operations:                      Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability per attached form 81889 1207. Workers Compensation coverage is evidence only.</p>	GLAW	
4	<p>City of Santa Fe; Affordable Housing                      PO Box 909                      Santa Fe, NM 87504                      505-955-6655 Fax                      rlcatanach@ci.santa-fe.nm.us                      Description of Operations:</p>	GLAW	

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and The Housing Trust, the ("Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

1. The City has allocated funds from the Affordable Housing Trust Fund (AHTF) in accordance to the New Mexico Affordable Housing Act.

2. The City desires to engage the Contractor to render certain services to the City and/or its citizens as described in Article 1.

3. The Contractor further certifies that it is willing and able to perform these services and that said services to be performed are within the Contractor's legal powers and capabilities.

4. The City desires to engage the Contractor to render these certain services in connection therewith as more particularly set forth hereafter.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City with funds from an Affordable Housing Trust Fund grant allocation:

A. Deferred down payment assistance to assist eligible families who earn less than one hundred twenty percent (120%) of the area median income (AMI) in purchasing a home with the 2014-2015 Affordable Housing Trust Fund (AHTF) grant allocation of eighty-five thousand dollars (\$85,000). A minimum of five (5) deferred down payment assistance mortgages shall be completed, and no single loan shall exceed twenty thousand dollars (\$20,000). Homes purchased must be within the City of Santa Fe.

B. Income verification of the homeowners who purchase a home using AHTF funds.

C. Record subordinate lien for the City's amount of assistance with the Santa Fe County Clerk's Office.

D. Maintenance of a separate restricted revolving loan fund for the AHTF monies. AHTF loans must be repaid upon sale, transfer title, failure to occupy the home as the primary residence, or if the homeowner refinances an amount greater than the original mortgage at purchase. Revolving funds may be loaned to another qualified home buyer.

E. Return, upon receiving written notice from the City, any unobligated cash in the AHTF revolving loan fund to the City within sixty (60) days.

F. Provide a report to the City of the results of the Deferred Down Payment Program.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eighty five thousand dollars (\$85,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. RESTRICTION ON THE USE OF FUNDS

It is understood by Contractor that the home repair funds provided by the City under this Agreement are subject to the requirements of the New Mexico Affordable Housing Act (the Act) and the Notice of Funding Availability (NOFA) and application for funds that was released by the City and to which Contractor responded with a proposal to provide home repair services in accordance with Exhibit "A" attached hereto. It is understood and agreed by Contractor that the funds provided by this Agreement are exclusively intended to provide the services called for herein to the residents of the City.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2015, unless sooner pursuant to Article 6 below.

7. TERMINATION

A. This Agreement may be terminated by the City upon 15 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

9. CONFIDENTIALITY

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

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any

portion of the services to be performed under this Agreement without the prior written approval of the City.

12. RELEASE

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

13. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor 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 this Agreement.

14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

15. NEW MEXICO TORT CLAIMS ACT

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

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

16. THIRD PARTY BENEFICIARIES

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

17. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and

regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment

position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
PO Box 909  
Santa Fe, NM 87501

The Housing Trust  
PO Box 713  
Santa Fe, NM 87504

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
THE HOUSING TRUST:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
SHARON WELSH  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS # 02-171649-008  
City of Santa Fe Business  
Registration #14-00064129

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN  
INTERIM CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA  
FINANCE DIRECTOR

22573.510500  
BUSINESS UNIT/LINE ITEM

## 2014-2015 CDBG Application

Organization	The Santa Fe Community Housing Trust/The Housing Trust		
Address	1111 Agua Fria St., Santa Fe, New Mexico 87501		
	P. O. Box 713, Santa Fe, New Mexico 87504-0713		
Contact name and title	M. Nellie Martinez, Deputy Director		
Contact phone and fax	505-989-3960 Fax # 505-982-3690		
Contact e-mail address	nmartinez@housingtrustonline.org		

### Organizational Background

Check one that describes your organization:

Private Non-Profit <input checked="" type="checkbox"/>	For Profit <input type="checkbox"/>	Public Agency <input type="checkbox"/>	Government Agency <input type="checkbox"/>
Complete the following:			
Business Registration#	13-00064129	DUNS #	927532572
Tax ID Number	85-0392520	State CRS number #	02-171649-00-8
SAMS #	927532572		

### Proposal Summary

Activity Name	CDBG-Down Payment Assistance- Revolving Loan Fund
Summary of the activity	This program provides much needed down payment and closing cost assistance to low and moderate-income families in Santa Fe. This critical resource is needed by families who would otherwise be unable to purchase a home in the city. These zero-interest, zero-payment loans provide up to \$20,000.00 per client on a need basis. This program remains the only source of vital financial assistance available for purchasing existing homes on the open market.

Amount of CDBG funding requesting for Activity	\$ 200,000.00
Total budget of Activity	\$ 200,000.00

To the best of my knowledge and belief, all data in this application is true and correct. If funded, I certify that the Agency is willing and able to adhere to the policies and procedures specified by the City of Santa Fe and all applicable program regulations of the US Department of Housing and Urban Development. Further, I understand there is not an agreement until the City of Santa Fe and the individual authorized to execute contracts on behalf of the Applicant Agency has signed the contract.

*Sharon Welch*

Authorized Signature (sign in blue ink)

Title

Date 2

CDBG funds can be used for specific Eligible Activities as outlined in the Overview. Select one Type of Eligible Activity category that best describes your Project.

Type of Eligible Activity (check one)

Activities Related to Housing	X	Economic Development	
Other Real Property Activities		Public Service	
Public Facilities/Improvements			

**A. Activity to be funded**

A1. Briefly describe the Activity you are requesting to fund with CDBG. This will help determine eligibility.

The CDBG Revolving Loan Fund Grant will provide down payment assistance to low and moderate-income clients earning less than 80% of the area median income. These loans are generated as zero-interest no payment second mortgages, due on sale, transfer on non-rate/term refinance of the property. All homebuyers must complete a comprehensive 8-hour homebuyer training class in addition to one-on-one housing counseling. All loans are thoroughly underwritten, specifically considering need factors such as the size of household, length of residency, minority status, households making below 60% AMI, displaced homemakers, female-headed households, and households currently residing in substandard housing. All loans are reviewed by our Loan Committee which includes community members, bankers, and experienced senior staff. CDBG down payment assistance remains the only form of assistance to help low and moderate-income homebuyers purchase existing homes on the open market.

A2. Why is this Activity needed? Does it address a gap? Describe the degree of need or the severity of a problem including cause, extent, location, frequency and duration that will be addressed by the project. Provide a description of service gaps the activity fills in the community. In addition, supply data such as demographics, reports and/or other information supporting your information and proving the need exists. (Attach additional pages, if necessary)

The 2012 Santa Fe Housing Needs Assessment found that Santa Fe has experienced modest population growth and that home prices are continuing to escalate..

Most importantly, the survey found that after affordability, a lack of down payment or an inability to obtain a mortgage were the factors noted by renters for not purchasing. The gap between home sale prices and what buyers can afford continues to widen. The survey also found that there is an ongoing need for down payment assistance in the form of no-interest no-payment second loans.

Data from the resident survey suggests that many workers who commute into the city are satisfied with their housing/employment arrangement: of those who work within the city but live elsewhere, nearly half would not move back even if housing were available that they could afford, and one-third of the in-commuters would move to the City if they could buy an affordable single family home.

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Housing needs across all income levels were examined to identify mismatches in supply and demand. This analysis found that the largest homeownership gap identified for both catch-up and keep-up needs was for units priced between 60 and 100 percent AMI.

Furthermore, in the wake of the housing crisis, tightening mortgage underwriting requires homebuyers to furnish much larger down payments, and the amount of down payment directly impacts mortgage qualification and private mortgage insurance costs (PMI).

CDBG is the only source of funds available to assist low and moderate-income families to purchase existing homes. The funds will help more families qualify for mortgages, extend affordability to lower income families, and make higher priced homes affordable by reducing the amount of first mortgage financing and eliminating or reducing the amount of PMI.

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**A.4 If applicable, what steps or phases will be taken to complete the Activity (engineering/design, advertising, bidding, contract award, construction, etc.)?**

N/A

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**A.5 Describe the population that the Activity will serve and how this population will be served.**  
Describe the outreach and recruitment activities which will be conducted to make the proposed activity services known and accessible to the targeted population. Please include where these outreach and recruitment activities will take place.

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This activity will assist a limited clientele considered Low-Moderate Income. In 2013, our clients were 69% Hispanic, 19% female-headed households, 22% disabled, with an average income level of 72% AMI. Outreach for our programs is conducted through multiple means and we generally have far more clients than resources to serve them. We have assisted over 1500 families and maintain numerous industry partners who continually refer new families to our programs. We have a comprehensive website that provides information about all our programs and services. We actively utilize social media through our Facebook page, providing immediate interaction with our client base. Furthermore, we periodically advertise and place PSAs in local publications, as well as prepare and distribute our 8-page newsletter in both print and electronic versions. Our counselors frequently participate in community fairs and visit local businesses, government entities and other community groups to provide our partners and potential clients with information about our services.

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**A.6 Estimate the number of total persons / households that will benefit from the CDBG funded portion of this Activity:** (Fill in Households OR Persons depending on the type of Activity you are providing).

Total number of clients you anticipate serving:		
Households: 10-15	<b>OR</b>	Persons: 30-45

A.7 Use the following Table 1 to breakout the number of persons you anticipate serving at the low (30-50% AMI) and very low-income (< 30% AMI) levels and the type of client (Refer to overview of CDBG program for the most recent income amounts). Along with income, please anticipate the number of clients that are severely disabled adults, homeless persons, abused children, battered spouses, and illiterate adults, persons with AIDS, migrant farm workers, and elderly. (All of these clients fall under the presumed benefit categories as defined by CDBG and therefore, all under low or extremely low income). This would apply mainly to Public Service or Public Facilities/Improvements Activities.

A.8 Use the following Table 2 to breakout the number of households you anticipate serving at the income levels listed. (Refer to overview of CDBG program for the most recent income amounts). This would apply mainly to CDBG funding for housing projects such as Down Payment Assistance and Rehabilitation Activities.

Table 1

*PERSONS*

Extremely Low Income (<30% AMI)	Low Income (31-50%)	Moderate Income (51-80%)	Illiterate adults	Abused children	Severely Disabled Persons	Migrant Farm Workers	Elderly	Persons with AIDS	Homeless Persons
	2	8			2				

Table 2

*HOUSEHOLDS*

Extremely Low Income (<30% AMI)	Low Income (31-50%)	Moderate Income (51-80%)	Non-low Moderate Income (81-100%)	Female Head of Household
	2	8		5

A.9 CDBG funded construction activities must be in compliance with local land use plans and zoning. Explain how the proposed activity conforms to local plans and zoning ordinances. Provide a copy of the page(s) of resource document(s), pertinent sections, and page(s). This only applies to projects where the CDBG funds will be used for the actual construction, not acquisition.

N/A

**A.10 Please describe the organization in terms of its administrative capacity and its qualifying experience and length of experience with activities or projects similar to the proposed Activity. Include purpose, goals, programs, activities, clients, and accomplishments, if any, in the area of activity for which funding is requested. Give examples of and list experience.**

The Housing Trust has an 18-year history of effectively administering the CDBG Down Payment Assistance Revolving Loan Fund. As the administrator of numerous large federal and state grant programs and multi-million dollar construction projects, the organization is adept at contract administration, timeliness and regulatory compliance. The Housing Trust's Deputy Director, the chief administrator of the program, has over 30 years of experience in banking and lending. All financial tracking and fund availability data is maintained by our Controller, who holds a Masters in Business Administration and is one of only two HOPWA-certified grant fiscal managers in the state. All housing counselors are nationally certified and partake in regular training. Reports detailing availability of funds and clients status are updated and provided to staff weekly. The organization utilizes CounselorMax, a comprehensive database tool, for management of client information and report generation.

**A.12 Briefly describe your organizations experience in government contract administration, and knowledge of federal regulations governing acquisition, procurement, equal employment opportunity, and labor standards.**

The Housing Trust is a federally certified Community Development Financial Institution (CDFI), a Community Housing Development Organization (CHDO), HUD Approved Counseling Agency and Prolific affordable housing developer. The Housing Trust is fully competent at maintaining compliance with crosscutting federal regulations. Specifically, the Housing Trust administers the following federal grants which require compliance with the above regulations: HUD Housing Counseling Grant, Shelter + Care, The Low Income Housing Tax Credit (LIHTC) program, Housing Opportunities for People with Aids (HOPWA), Community Housing Development Organization (CHDO) funds and previous Community Development Block Grants (CDBG) funds for both housing development and homebuyer Assistance. The Housing Trust is regularly audited by the US Department of Housing and Urban Development to establish compliance with federal crosscutting regulations.

## **B. National Objective Compliance**

**B.1 Identify which of the following National Objectives this Activity will address (check only one):** (Note that the National Objectives are explained in the Overview and only one can apply to your project as it relates to the Eligible Activity) Discussion will take place at the Pre-App meeting to help with explanations and definitions.

1. Benefits Low/ Moderate Income persons/households by:	
Area Benefit (eligible area) (LMA)	
Limited Clientele (LMC)	X
Housing Activities (LMH)	
Job Creation or Retention (LMJ)	

2. Prevents or Eliminates Slum and Blight:	
Area Basis (SBA)	N/A
Spot Basis (SBS)	N/A
Urban Renewal Area (SBR) – rarely used because an Urban Renewal Plan must already be in place.	N/A
3. Meets Urgent Need (serious or immediate threat of recent origin) Rarely applies. Only under extreme conditions where no other funding is available, such as FEMA, State of Emergency Funds	N/A

B.2 Is the service area city wide: ( X )yes ( )no

If no, fill out B.3.

B.3 If an activity is based on an area benefit, identify the Census Tract(s) and Block Group(s) that will be served. Make sure to read the Overview for a clear understanding of the requirements of an area benefit. Attach a map of the area.

Census Tract	Block Group	Total Population	Low/Mod Income Population	% Low/ Mod Income
N/A				
Total				

B.4 Explain fully how the proposed project meets the CDBG National Objective selected above. Provide substantiating documentation supporting the claims. Refer to Overview for more detail. (Attach additional pages, if necessary)

This project meets the National Objective of Benefit to Low and Moderate-Income Persons through Housing Activities. The CDBG Down payment Assistance Revolving Loan Fund qualifies as an eligible CDBG-funded housing activity by providing direct financial assistance to expand homeownership for low and moderate-income households as authorized by CDBG regulations at 24 CFR 570.201(n). The benefit to low and moderate-income families is based on service to a limited clientele, which is verified through income certification.

## C. Consolidated Plan Compliance

The City of Santa Fe provides guidance in its 2013-2017 Consolidated Plan on the use of funding whether Federal, State, City or Private. In accordance with federal regulations, each project must be consistent with the priorities outlined in the City's Consolidated Plan. (See Consolidated Plan on City website) Mark the one priority that the proposed project will meet.

### P-25 Priority Needs

Check priority	Priority Need Name	Priority Level	Population	Goals Addressed
	Rental Vouchers	High	Extremely low-income renters; people at risk of being homeless; persons with disabilities; homeless youth; veterans; elderly; families in transition; persons with HIV/AIDS and their families; public housing residents; mentally ill; chronic substance abusers; victims of domestic violence	Reduced rate of cost burden and corresponding drop in poverty rate for homeless households and those in danger of becoming homeless. <i>(Increase Opportunities for At Risk Populations)</i> ; Inventory of rental units and vouchers expanded to meet increased demand <i>(Increase Affordable Housing Opportunities)</i>
	Emergency Shelter (note could be classified as Public Service which is restricted in allocation amount)	High	Extremely low-income residents; chronic homeless; homeless youth; veterans; families in transition; mentally ill; chronic substance abusers; victims of domestic violence	Reduced rate of cost burden and corresponding drop in poverty rate for homeless households and those in danger of becoming homeless. <i>(Increase Opportunities for At Risk Populations)</i>
	Support Services for Homeless or People at Risk of Homelessness (note could be classified as Public Service which is restricted in allocation amount)	High	Extremely low-income renters; people at risk of being homeless; persons with disabilities; homeless youth; veterans; elderly; families in transition; persons with HIV/AIDS and their families; public housing residents; mentally ill; chronic substance abusers; victims of domestic violence	Reduced rate of cost burden and corresponding drop in poverty rate for homeless households and those in danger of becoming homeless. <i>(Increase Opportunities for At Risk Populations)</i>

	Refinancing Services and Support for Current Homeowners	High	Low-income homeowners; homeowners in risk of foreclosure; homeowners in substandard housing	Reduced rate of cost burden and corresponding drop in poverty rate for homeless households and those in danger of becoming homeless. <i>(Increase Opportunities for At Risk Populations);</i> Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners. <i>(Increase</i>
				<i>Affordable Housing Opportunities)</i>
	Provision of Rental Units and Support Services for LI/ VLI Renters	High	Low- and very low-income renters; persons transitioning out of homelessness; renters in need of support services; public housing residents	Inventory of rental units and vouchers expanded to meet increased demand <i>(Increase Affordable Housing Opportunities);</i> Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment projects, economic development objectives and sustainability goals <i>(Address Emerging and Current Needs and Changing Demographics)</i>
	Rental Rehabilitation	Low	Low- and moderate-income renters; low-income landlords; residents of low-income neighborhoods that are redeveloping or in transition; public housing residents	Inventory of rental units and vouchers expanded to meet increased demand <i>(Increase Affordable Housing Opportunities);</i> Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment projects, economic development objectives and sustainability goals <i>(Address Emerging and Current Needs and Changing Demographics)</i>

X	Down Payment Assistance	High	Low- and moderate-income residents who are "buyer ready"; first responders (fire, police, etc.)	Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners. <i>(Increase Affordable Housing Opportunities)</i>
	Homebuyer Training & Counseling	High	Low- and moderate-income homebuyers; current renters	Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners. <i>(Increase Affordable Housing Opportunities)</i>
	Homeowner Rehabilitation Programs, Energy-efficiency Upgrades, Accessibility Retrofits	High	Low- and moderate-income homeowners; residents in redeveloping or transitioning neighborhoods; homeowners living in aging or substandard housing stock; seniors who need to "age in place;" people with disabilities	Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners. <i>(Increase Affordable Housing Opportunities);</i> Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment projects, economic development objectives and sustainability goals. <i>(Address Emerging and Current Needs and Changing Demographics)</i>
	Construction of affordably-priced homes for homeownership	Low	Low- and moderate-income homebuyers and current renters; local workforce	Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners. <i>(Increase Affordable Housing Opportunities)</i>

	Fair Housing Outreach	High	Low- and moderate-income renters; low-income landlords; persons with disabilities; Spanish speakers; large families; general public	Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment projects, economic development objectives and sustainability goals ( <i>Address Emerging and Current Needs and Changing Demographics</i> )
	Diversity of Housing Types	Low	Low- and moderate-income renters; seniors; small households; entrepreneurs; aging veterans; entrepreneurs and other self-employed	Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment projects, economic development objectives and sustainability goals ( <i>Address Emerging and Current</i>
				<i>Needs and Changing Demographics</i> )
	Non-Housing Community Facilities and Services	High	Low- and moderate-income residents; residents in redeveloping or transitioning neighborhoods; youth	Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment projects, economic development objectives and sustainability goals ( <i>Address Emerging and Current Needs and Changing Demographics</i> )

## D. Budget

D1. Describe the Proposed Budget for this Activity. Please explain in detail all budgeted expenses including contractual services, personnel services, commodities, and capital outlay. Also explain what the CDBG funds will be used for. Also explain the effect of not receiving any or only a portion of a CDBG allocation has on the project budget. (Attach additional pages, if necessary).

All funding received through the CDBG allocation will be used exclusively for down payment assistance to our target market in the form of funds disbursed in the home buying process. All other program-related activities and staff time are paid for outside of this grant. The requested allocation of \$200,000 is anticipated to provide funding for 10-15 households (benefitting up to 45 individuals) with a maximum subsidy amount of \$20,000 per family. A decrease in the funding amount would in effect decrease the number of households/individuals who would receive assistance.

D.2 Please complete the following table to identify the funding sources and amounts. Indicate total project cost, total CDBG request and what funds or services, if any, the sponsor and/or other agencies will contribute. Also enter other committed funding sources (committed funds are funds available or will be available to fund the Activity during the CDBG Fiscal Year)

Type of funding	Source/amount	Source/amount	Source/amount	Totals
Requested CDBG amount				<b>\$200,000.00</b>
Other HUD funds i.e. HOME, Section 108	N/A			\$
Other Federal Funds				\$
City Funding i.e. Youth and Family, Human Services				\$
State funding, i.e. MFA				\$
Other i.e. in-kind, private funds				\$
Total of all funding sources				<b>\$200,000.00</b>

D.4 If you are proposing to utilize CDBG funds to pay for staff costs, please list each position title and the percentage of their salary and benefits that will be funded by CDBG. Depending on the Activity, listing this information does not guarantee the position will be funded by CDBG. It may not be eligible. Refer to the Overview.



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 **FOR: ORIGINAL CONTRACT**  or **CONTRACT AMENDMENT**

2 Name of Contractor The Housing Trust

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$85,000.00

Termination Date: \_\_\_\_\_

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

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Deferred down payment assistance

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

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

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

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

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 85,000.00



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**5 Procurement Method of Original Contract:** (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** One year terms  
example: (First year of 4 year contract)

**7 Funding Source:** AHTF **BU/Line Item:** 22573.510500

**8 Any out-of-the ordinary or unusual issues or concerns:**  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Roberta Catanach :

Phone # \_\_\_\_\_ -6421

**10 Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

Client#: 37574

SFCOMMHO

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/10/2014

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).

<b>PRODUCER</b> HUB International Ins Svcs Inc PO Box 5080 Santa Fe, NM 87502 505 982-4296 / CA Lic# 0757776	<b>CONTACT NAME:</b> Michelle V. Lovato
	<b>PHONE (A/C, No, Ext):</b> 505-992-1873 <b>FAX (A/C, No):</b> 866-621-0427 <b>E-MAIL ADDRESS:</b> michelle.lovato@hubinternational.com
<b>INSURED</b> Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : Central Mutual Insurance Compan      20230
	INSURER B : New Mexico Mutual Casualty Comp
	INSURER C :
	INSURER D :
	INSURER E :

**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			CLP8889277	01/01/2014	01/01/2015	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
								\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			27790112	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability per attached form 82291 0712. Workers Compensation coverage is evidence only.

<b>CERTIFICATE HOLDER</b> City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Robert L. Machovich</i>
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