



Agenda

CITY CLERK'S OFFICE

DATE 6/14/17 TIME 9:00am

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COMMUNITY DEVELOPMENT COMMISSION MEETING

June 20, 2017

3:30 p.m. to 5:00 p.m.

500 Market Street, Suite 200

Roundhouse Conference Room

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes: April 19, 2017 CDC
5. Discussion and Approval of a Recommendation to Increase CDBG Funding for the St. Elizabeth Casa Familia Shelter to ensure compliance with code (Alexandra Ladd)
6. Discussion and Approval of Funding Recommendations from RFP 17/22/P ("Poverty and Climate Solutions") for two projects (Alexandra Ladd):
 - a. Homewise SOL Fund (\$100,000)
 - b. Verde Community Impact Collaborative/Youthworks (\$200,000)
7. Items from the Commission
8. Items from the Floor
9. Adjournment

An interpreter for the hearing impaired is available through the City Clerk's office upon five days notice. Please contact 955-6521 for scheduling.

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CITY OF SANTA FE
COMMUNITY DEVELOPMENT COMMISSION
MEETING
June 20, 2017

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	Approved [as amended]	2
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DISCUSSION AND APPROVAL OF FUNDING RECOMMENDATIONS FROM RFP 17/22/P ("Poverty and Climate Solutions") for two projects (Alexandra Ladd):		
a. Homewise SOL Fund (\$100,000)		
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MINUTES OF THE
CITY OF SANTA FE
COMMUNITY DEVELOPMENT COMMISSION MEETING
Santa Fe, New Mexico

June 20, 2017

A meeting of the City of Santa Fe Community Development Commission was called to order by Councilor Renee Villarreal, Chair on this date at 3:45 p.m. in the Market Station Offices, 500 Market Street, Suite 200, Roundhouse Conference Room, Santa Fe, New Mexico.

There was a quorum present to conduct official business as follows:

Members Present:

Councilor Renee Villarreal, Chair
Paul Goblet
Ken Hughes
Carla Lopez
John Padilla

Member(s) Absent:

2 vacancies

Staff Present:

John Alejandro, City of Santa Fe Renewable Energy Planner
Alexandra Ladd, Director, Office of Affordable Housing

Others Present:

Rebecca Baran-Rees, MoGro Mobile Grocery
Heather Vigil-Clark, YouthWorks
Jim Podesta, St. Elizabeth Shelter
Deborah Tang, St. Elizabeth Shelter
Mark Vanderlinden, Homewise
Daniel Werwath, New Mexico Interfaith Housing
Jo Ann G. Valdez, Stenographer

APPROVAL OF AGENDA

Commissioner Lopez moved to approve the Agenda. Commissioner Goblet seconded the motion. The motion passed unanimously by voice vote.

APPROVAL OF MINUTES: April 19, 2017 CDC

Alexandra Ladd made the following change/clarification to the Minutes of the April 19, 2017 CDC meeting:

Page 5, 2nd paragraph, 3rd sentence was changed to read: *"She said, in the past, the City's Affordable Housing Office, in partnership with LifeLink funded a rental assistance program, first through the Affordable Housing Trust Fund and then through the Office of Affordable Housing General Fund budget, which was subsequently reduced by \$100,000."*

Commissioner Goblet moved to approve the Minutes of the April 19, 2017 meeting as amended. Commissioner Hughes seconded the motion. The motion passed unanimously by voice vote.

DISCUSSION AND APPROVAL OF A RECOMMENDATION TO INCREASE CDBG FUNDING FOR THE ST. ELIZABETH CASA FAMILIA SHELTER TO ENSURE COMPLIANCE WITH CODE (Alexandra Ladd)

[Copies of the Memo dated June 9, 2017 to the Community Development Commission from Alexandra Ladd, Director of the Office of Affordable Housing regarding Community Development Block Grant (CDBG) Increase to FY16-17 Project – Casa Familia Facility Upgrade were distributed in the Commissioners' packets. A copy is hereby incorporated to these Minutes as Exhibit "A".]

ITEM AND ISSUE

In 2016, St. Elizabeth was granted CDBG funds to support the remodel of Casa Familia, its shelter for women and children. The intent of the remodel was to improve the security of the front entrance, enhance operations by adding designated and private counseling space, and address some other upgrades needed for the aging building. In the course of getting building permits, it emerged that several code issues needed to be resolved to bring the building into compliance with current code requirements. The Board of Adjustment approved the code variances as well as a special use permit; however, the building's lack of an updated fire suppression and sprinkler system remains an issue.

In the meantime, unexpended funds from prior year programming were made available to be reallocated in the amount of \$200,000 approximately. Staff advised St. Elizabeth to procure contractor quotes and to present a request for additional funding for consideration by the Community Development Commission. The letter and quotes are attached.

STAFF RECOMMENDATION

Staff recommends funding the project increase. Given the past investment of time and resources, it would be a loss at this point for the project to falter or stall because funds could not be raised from other sources. This remodel ensures that the facility will continue serving some of the most vulnerable residents of Santa Fe.

Ms. Ladd noted that the CDBG allocation announcement was made and the City will receive \$530,000 in CDBG funding.

She said Jim Podesta and Deborah Tang are present from St. Elizabeth Shelter to answer any questions the Commission might have.

Chair Villarreal asked if there were any questions.

Questions/Comments:

Commissioner Goblet asked if this was being done simply because of code.

Ms. Ladd said yes.

Commissioner Goblet asked why people did not know about the sprinklers.

Ms. Ladd said this building has been repurposed multiple times throughout the years and is an aging building that has some inadequacies.

Ms. Tang said it would be great to have a sprinkler system and would be a safety feature for everyone.

Commissioner Lopez asked if this facility was off of Cerrillos Road.

Ms. Tang said no, it is 1604 Berry Street.

Mr. Podesta said it is off of Cerrillos Road.

Chair Villarreal asked if the facility was updated to Fire Code as well and did the Fire Marshall talk about this during the inspection.

Mr. Podesta said no, not to his knowledge.

Chair Villarreal noted that there is a new National Fire Code update and she is assuming that there are new requirements for fire suppression and sprinklers.

Ms. Tang said they are happy that the sprinklers will get done.

Chair Villarreal asked if there were any questions and there were none.

Commissioner Hughes moved to recommend to the Governing Body the approval of the funding increase request in the amount of \$66,278 (to bring the Casa Familia Shelter into full compliance with the code regulations). Commissioner Lopez seconded the motion. The motion passed unanimously by voice vote.

DISCUSSION AND APPROVAL OF FUNDING RECOMMENDATIONS FROM RFP 17/22/P (“Poverty and Climate Solutions”) for two projects (Alexandra Ladd):

- a. Homewise SOL Fund (\$100,000)**
- b. Verde Community Impact Collaborative/Youthworks (\$200,000)**

[Copies of the Memo dated June 9, 2107 to the Community Development Commission from Alexandra Ladd, Director of the Office of Affordable Housing regarding Professional Services Agreements (PSAs) awarded through the Poverty and Climate Solutions RFP (2140.22140) were distributed. Copies of the PSA’s were attached. A copy is hereby incorporated to these Minutes as Exhibit “B”.]

BACKGROUND

In May of 2016, the Governing Body approved Resolution 2016-42 which established the Verde Fund and called for a one-time appropriation of \$300,000. Proponents were asked to address the following goals:

- Reduce systemic poverty throughout Santa Fe
- Achieve carbon neutrality
- Promote workforce empowerment and create opportunity for the unemployed

ITEM AND ISSUE

Staff released an RFP in January of 2017 that called for providing “*a specific set of integrated, wrap-around services that strengthen the housing, healthcare, education, transportation, food, and employment opportunities...while reducing energy use and lowering carbon emissions*”.

Four proposals were received and two projects were selected as finalists by the Evaluation Committee. Upon a second interview, the Committee opted to fund two of the projects which best met the proposal guidelines of lowering “living costs for low-and-very-low income people while also providing options to lower energy use.” Based on this, the proposed scopes of work in the attached PSAs were negotiated, a summary of which follows:

Homewise SOL (Solar Opportunity Loan) Fund

The SOL Fund makes solar obtainable for households with moderate incomes by bringing down the primary barrier to solar energy which are the up-front costs and installation costs. Through access to low-cost, fixed rate loans, many of these households will find that their loan payments are lower than their prior energy bills. Homewise proposes to leverage \$100,000 of the Verde Fund financing to leverage \$400,000 of additional capital for a total investment of \$500,000 into the SOL Fund. This amount represents 20 homes converting to solar energy (\$25,000/home) and prevents 89 tons of carbon from being released into the atmosphere each year. Funding will be reserved for owner households earning less than 80% of the area median income (AMI). Additionally, Homewise will offer a sliding scale in interest rates for loan recipients, bringing down interest rates to 3% for very-low income households.

Ms. Ladd said one clarification that was pointed out by Commissioner Hughes and
Community Development Commission
Meeting: June 20, 2017

by the Finance Committee last night, the proposal looked at a \$25,000 per house cost for installing these systems; what they wrote – and this was based on the follow up interview that the Evaluation Committee had with Homewise – into the Agreement is that there would be five (5) homes retrofitted or PV installations completed with the \$100,000; looking at a \$20,000 per house cost/expense. She informed Mr. Vanderlinden that Kate said \$20,000 last night when she was presenting at the Finance Committee meeting, so there are two amounts floating out there.

Mr. Vanderlinden said he is sure that Kate was referring to \$20,000 as an average cost.

Chair Villarreal said her concern last night is looking at solarizing homes that may need basic infrastructure improvements first, whether it is roofing or electrical needs before they can even put solar. She was worried that they would not be able to get low-income families to be able to do solar installations because of those other needs.

She said they talked about how the CDBG funding that they approved in other grant cycles would help with those home improvements needs and Homewise would be part of that—they would facilitate that support. She said this made her feel better but she is with the mindset that if they are supporting people with 80% AMI or below, that they try to concentrate on those that really do need the assistance, but to keep in mind that their homes also need support. This was her concern and she felt that Homewise answered that well enough for her to feel like this could move forward.

Chair Villarreal said it was only five homes that would get supported through this grant. She asked Mr. Vanderlinden if he could explain how they calculated that leveraged amount.

Mr. Vanderlinden said they also have the Solar Opportunity Loan Fund (SOL), which was funded by some private individuals who wanted to support solar improvements and the City wanted them to try and target a lower-income clientele to the extent that they can. They were also looking for a match so this is a good partnership to be able to put the City's money together with the existing SOL Fund. They have nearly \$600,000 in the SOL Fund and they can use this to match funds and they can use both funds for the same customers.

Chair Villarreal asked if it was new homes that are being constructed by Homewise that they are getting people into, or are these existing homes.

Mr. Vanderlinden said they can do both. In fact, they have a new emphasis now on the homes that they build where they are really trying to push solar for the customers that are buying a newly constructed home.

He said to-date, they have been much more successful in doing retrofits for existing homeowners.

Chair Villarreal asked if the Commissioners had any questions.

Commissioner Hughes asked Mr. Vanderlinden how many people are trained per year in homeownership.

Mr. Vanderlinden said he works on the other end of it, so he has a number on the top of his head on how many were successful. Last fiscal year, Homewise did 416 first mortgages.

Commissioner Hughes said when Homewise provides that, do they talk about the SOL Fund as an option.

Mr. Vanderlinden said yes absolutely, but typically the SOL Fund has been used for retrofits for the most part. The total that they did through the Home Improvement Program was between 50-60 home improvement loans.

Commissioner Hughes referred to page 2 of the proposal noting that Homewise indicated that they would use existing mechanisms for education and outreach to promote access to the SOL Fund. He asked if that means they are going to take care of the marketing.

Mr. Vanderlinden said yes.

Commissioner Hughes said if Homewise is going to handle that, he would think that they could be able to drive a better bargain than what they are currently getting. He said this is something to keep in mind to bring down the costs of the solar panels.

Commissioner Hughes said 20 homes is a good start but he thinks they can do a lot more than that because they could probably do a home for \$12,000-\$14,000. Also, technology is changing so rapidly and it is better to go with a smaller system that meets the appropriate needs. He said it might be interesting to use the Verde Fund to try and stimulate a solar industry that is a different niche and an enormous need.

Commissioner Goblet asked if they will identify the structural needs, and will they know what they are getting into before they embark on a solar installation project.

Chair Villarreal asked John Alejandro, the City's Renewable Energy Planner to speak on this.

Mr. Alejandro said the City's building permitting division wants a safe structure first before anything is done on top of a structure, so the solar companies will do an assessment of the roof.

Commissioner Goblet asked if there were checks and balances.

Mr. Alejandro said yes, absolutely, the City will not permit anything unless the

structure is sound.

Chair Villarreal said her point is that they are missing out on people who do not have a structurally sound home to even utilize solar. She said there is a process to ensure the home is structurally sound but she is hoping that Homewise will intervene at the point that they realize that there is an inability to put solar panels. She hopes that Homewise will be able to use other CDBG funds to help with these improvements.

Mr. Vanderlinden said they can use CDBG home improvement funds for those who are eligible for home improvement loans.

Ms. Ladd added that in the interview process with the Evaluation Committee, one of the points that the Homewise team made that she thought was really compelling, was that right now one of the barriers to people actually completing the project of getting a PV system was either a roof or financing issue. She said with Homewise inserting themselves in this process, it is smoothing some of that pathway out for certain homeowners.

Chair Villarreal said another thing that the Finance Committee recommended was that Homewise make sure to work with solar companies that actually help the homeowner go through the process of getting tax credits and showing them what the best options are for them.

Mr. Vanderlinden said the solar contractors have indicated that this is not their expertise.

Commissioner Lopez asked if the Finance Committee approved this.

Chair Villarreal said yes.

Commissioner Hughes asked what is this Commission's role in this.

Ms. Ladd said the Commission is recommending approval to the Governing Body.

Chair Villarreal asked if there was a motion to approve Homewise's request.

Commissioner Goblet moved to approve the funding recommendations from RFP 7/22/P ("Poverty and Climate Solutions") for Homewise SOL Fund in the amount of \$100,000. Commissioner Lopez seconded the motion.

Discussion:

Commissioner Hughes offered a friendly amendment to page 1 of the proposed Agreement to change the number 20 to 40. It will read:

2) *Homewise will leverage an additional \$400K in capital to further finance up to 40 additional loans, targeting households that make less than 80% of AMI, for the purchase of a solar photovoltaic (PV) system.*

Mr. Alejandro said he did not believe that advisory bodies can make amendments to contracts.

Chair Villarreal said this is a recommendation for an adjustment to the PSA/contract.

Ms. Ladd said they should probably have a minimum number as well.

Commissioner Hughes said they could say “no less than 20 and up to 40 loans.”

Chair Villarreal asked Mr. Vanderlinden if the adjustment makes sense.

Mr. Vanderlinden said from Homewise’s perspective, they have a bit of an issue – the number 20 was derived from the dollars from their existing average of \$20,000 per loan and the 40 number will require them to come up with another \$400,000.

Commissioner Hughes said then they need to look at number B-1 (*Program Deliverables*) of the contract and suggested that it read: *1) Homewise will utilize \$100K from the Verde Fund to provide no less than 5 loans and up to 10 loans targeting households that make less than 80% AML, for the purchase of a solar photovoltaic (PV) system.”*

Chair Villarreal said Ms. Ladd can explain this to City Council.

Commissioner Hughes asked when this item will go before City Council.

Ms. Ladd said next Wednesday, June 28th.

Commissioner Goblet asked what the intent is – is it to try to be an economic catalyst here from saying no less than 5 loans and up to 10 loans.

Commissioner Hughes said that is part of it because there are so many people who are not getting solar loans based on the price. This also gives them a chance to come up with a different business model.

Mr. Alejandro explained that it was difficult for Homewise to negotiate a price with the provider.

Chair Villarreal asked Commissioner Hughes to attend the City Council meeting.

Motion passed unanimously by voice vote.

Youthworks/Verde Community Impact Collective (VCIC)

VCIC is a collaboration of nine partner agencies that proposes concrete deliverables in several areas: improving food security, reducing carbon emissions through weatherization, addressing climate change threats through fire risk management, and

addressing youth homelessness. Each partner agency provides resources and support for the activity related to them. Additionally, the project proposes to connect over 40 youth to jobs in weatherization, culinary arts, greenhouse management, and fire prevention. Providing energy efficiency services to 40 homes has the potential to offset 36 tons of carbon emissions per year.

Ms. Ladd said when they wrote the RFP, they were looking particularly at what are creative collaborations that the community could bring to the table, specifically leveraging different efforts of various organizations. She said the Verde Community Impact Collaborative/Youthworks did an amazing proposal, so the Evaluation Committee felt that it was unique and getting at to the objective of the RFP, which is what is the intersection between poverty and climate change.

Commissioner Lopez moved to approve the Verde Community Impact Collaborative/Youthworks project in the amount of \$200,000. Commissioner Hughes seconded the motion.

Chair Villarreal mentioned that she asked for a budget at the Finance Committee meeting so they can understand how the breakdown would be.

Ms. Vigil-Clarke said as soon as this gets approved by this Commission, she is grasping this now to get it running. She introduced Rebecca Baran-Rees of MoGro, which is one of the partners of this project.

Ms. Baran-Rees said this project is great because many of the partners have worked together and ideally, they will be able to affect the low-income households.

Commissioner Lopez asked about the nine partner agencies.

Commissioner Hughes noted that they are listed on page 1, item 1.

Ms. Baran-Rees said the Commission should keep in mind that some agencies will be in-kind partners.

Chair Villarreal asked if Food Depot-Dashing Delivery a part of this.

Ms. Baran-Rees said it is either Dashing Delivery or an additional delivery service. She is not 100% certain on that.

Ms. Ladd said Dashing Delivery was sort of thought of as a placeholder, so it is written and/or another transportation provider.

Commissioner Hughes asked Ms. Baran-Rees what she did for MoGro.

Ms. Baran-Rees said she is the Project Director and she is housed at the Santa Fe Community Foundation. She said this is a mobile grocery access program that works in

tribal and urban areas between here and Albuquerque. They work specifically with the low-income community and partner with La Familia Medical Clinic. They also do a drop at City Hall and plan to drop food boxes at low-income housing areas.

Ms. Ladd referred to Item 1A of the Agreement noting that the Scope of Services includes that VCIC will *create a well-organized and transparent management and coordination structure to ensure effective delivery of programs with the partners.*

Commissioner Hughes asked who will be the responsible party for the weatherization services.

Ms. Baron-Rees said Youthworks will be responsible for that.

Commissioner Padilla referred to page 3, Item C2 where it states that eight (8) weatherization crew jobs will be created and asked Ms. Baron-Rees to talk about that.

Ms. Baron-Rees said she cannot talk about this because someone else wrote this.

Ms. Ladd offered to clarify that.

Commissioner Padilla said it would be good to document all aspects of this.

Motion passed unanimously by voice vote.

ITEMS FROM THE COMMISSION

Commissioner Padilla mentioned that the American Institute of Architecture Santa Fe Chapter is presenting "Canstruction Santa Fe" which is a program that is done to feed hungry families while celebrating the great impact movies and television have had in our state. The proceeds will benefit the Food Depot and this event will be hosted by the Santa Fe Place Mall. The goal this year was to raise 20,000 lbs. of food which will equate to 17,000 meals but 70,000 lbs. of food have been raised. They have seven construction sculptures that are erected at the Santa Fe Place Mall. All seven teams were required to acquire \$2500 from sponsorships to pay for the structures. The theme this year was "We can be Heroes". A tribute was made to the Code Talkers. Judging can be done at the Canstruction Santa Fe website and the judging ends tomorrow, June 21st. The awards program will be on Monday.

ITEMS FROM THE FLOOR

Daniel Werwath of New Mexico Interfaith Housing said he wanted to talk to the Commission about rental housing and the dire need for affordable rental housing. He said the data shows that they have had a 23% increase in multifamily rents in the last two years and the vacancy rate is now below 2%. He said this is not what he is here to talk about today but it is time, on the City level, to have a plan to address this.

Mr. Werwath said he wanted to talk to the Commission today about the Low-Income Housing Tax Credit program. He explained that the State made some drastic changes to the program in the last year and these changes have made it very hard for Santa Fe to be competitive because they are making a lot of this points-awarded subsidy competition based on how inexpensively you can build housing; and this disadvantages Santa Fe because we have higher building costs than almost anywhere in the State. This means that they have to raise more outside funding to compete for funding.

He said the main sources of funding that the City has to support affordable rental construction would be the Community Development Block Grant funds or the Affordable Housing Trust Funds. The timeline of these things currently is set up so that the application for tax credit funding and the application for City funding happen simultaneously. He said it would be good if the City could look at creating some kind of staggered funding cycle that allows tax credit projects to be able to apply for additional subsidy funds and have them secured by the time that the February application date for tax credit projects comes around. He said this really comes down to the leveraging of funding sources.

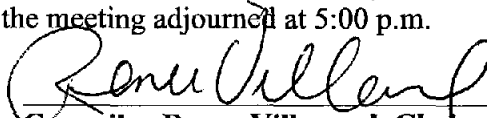
Mr. Werwath respectfully requested that the Commission consider – during the public comment period of the Mortgage Finance Authority (MFA) qualified allocation plan for tax credits – writing a letter to MFA highlighting the fact that this type of search for cost efficiency discriminates against the highest cost communities who often have the highest affordability issues. Therefore, there is some inherent inequity in that.

Ms. Ladd noted that she has also heard this from other developers.

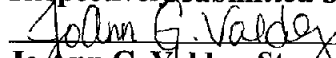
Chair Villarreal said she is willing to work with Ms. Ladd on this.

ADJOURNMENT

Its business being completed, Commissioner Hughes moved to adjourn the meeting, second by Commissioner Goblet, the meeting adjourned at 5:00 p.m.


Councillor Renee Villarreal, Chair

Respectively submitted by:



Jo Ann G. Valdez, Stereographer

City of Santa Fe, New Mexico

memo

DATE: June 9, 2017

TO: Community Development Commission

FROM: Alexandra Ladd, Director 
Office of Affordable Housing

ITEM: Community Development Block Grant (CDBG) Increase to FY 16-17 Project – Casa Familia Facility Upgrade

ACTION REQUESTED

Consider attached funding increase request (\$66,278) for the Casa Familia facility upgrade and make recommendation to the Governing Body. The funding increase effectively adds funds to the FY 16-17 project and is considered necessary to bring the facility into full compliance with fire code regulations.

ITEM AND ISSUE

In 2016, St Elizabeth was granted CDBG funds to support the remodel of Casa Familia, its shelter for women and children. The intent of the remodel was to improve the security of the front entrance, enhance operations by adding designated and private counseling space, and address some other upgrades needed for the aging building. In the course of getting building permits, it emerged that several code issues needed to be resolved to bring the building into compliance with current code requirements. The Board of Adjustment approved the code variances as well as a special use permit; however, the building's lack of an updated fire suppression and sprinkler system remains an issue.

In the meantime, unexpended funds from prior year programming were made available to be reallocated in the amount of \$200,000 approx. Staff advised St Elizabeth to procure contractor quotes and to present a request for additional funding for consideration by the Community Development Commission. The letter and quotes are attached for your information.

STAFF RECOMMENDATION

Staff recommends funding the project increase. Given the past investment of time and resources, it would be a loss at this point for the project to falter or stall because funds could not be raised from other sources. This remodel ensures that the facility will continue serving some of the most vulnerable residents of Santa Fe.



Building Futures...Changing Lives

June 8, 2017

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Emily Smith

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Members

Marianne Luna

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Coralie Whitmore

Ex-Officio

Deborah Tang

Executive Director

Community Development Committee
c/o Margaret Ambrosino
City of Santa Fe – Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504

RE: Supplemental CDBG Request

Dear Committee Members:

In the process of starting the Casa Familia remodeling project approved for CDBG funding in FY 2017 (July 2016 – June 2017), we encountered the unexpected need to install a fire-suppression sprinkler system in the building. This has raised the project's total costs significantly enough to affect our ability to complete it.

As a result, we were directed by City of Santa Fe staff to request additional funding of \$66,278.43 (three bids included) to pay for the installation of this system, which will improve the overall safety of the building for its homeless adult and children guests.

The project contractor has indicated that the sprinkler system can best be installed after completion of the current building remodel, estimated within the next 60 – 90 days (best case scenario) or up to 180 days (worst case scenario). These dates, therefore, will put the completion into the next fiscal year.

We are hopeful that the Committee will look favorably upon this request as it will greatly enhance our ability to provide a safer and more secure environment at Casa Familia while our staff work with the homeless single women (more than half of whom are 50 years or older) and young families with children to help them find employment, benefits, healthcare and housing.

Sincerely,

Deborah Tang
Executive Director

804 Alarid Street
Santa Fe, NM 87505
(505) 982-6611
Fax (505) 982-5347
info@steshelter.org
www.steshelter.org

Date: May 22, 2017

St. Elizabeth's Shelter Sprinkler System Bid Summary

This is a summary of the breakdown costs for the design, materials and installation of a new wet pipe fire sprinkler system. Also in this summary, one (1) quote to upgrade the fire alarm system is given, as well as one (1) quote for the underground work.

I. Fire Sprinkler Contractors (3)**1. Contractor: Split Fire Protection**

Fire Sprinkler Cost Breakdown (please refer to page 3-4 for contractor bid)

Item	Cost
Design, Drawings & Submittals	\$2,500.00
Material	\$10,181.60
Labor	\$12,772.40
Total	\$25,454.00

2. Contractor: 1st Defense Fire Protection

Fire Sprinkler Cost Breakdown (please refer to page 5 for contractor bid)

Item	Cost
Material	\$14,285.43
Labor	\$8,550.00
Total	\$19,978.34

3. Contractor: Kaufman

Fire Sprinkler Cost Breakdown (please refer to page 6 for contractor bid)

Item	Cost
Material	\$15,168.00
Labor	\$10,112.00
Total	\$25,280.00

II. Fire Alarm System Upgrade (I)**1. Contractor: 1st Defense Fire Protection**

Fire Alarm System Upgrade (please refer to page 7 for contractor bid)

Item	Cost
Material	\$6,632.00
Labor	\$4,248.00
Total	\$10,880.00

IV. Underground Work (I)**1. Contractor: A&S Plumbing & Fire Protection Inc.**

Underground Work (please refer to page 8-10 for contractor bid)

Item	Cost
Bid	\$35,420.00
Total	\$35,420.00

V. Total Cost for Fire Sprinkler System, Fire Alarm Upgrade, and Groundwork

Contractor Options	Total Cost
Split Fire Protection	\$71,754.00
1st Defense Fire Protection	\$66,278.43
Kaufman	\$71,580.00

The average founding needed for this portion of the work (fire sprinkler system) is **\$69,870.78** which includes the fire sprinkler system, fire alarm upgrade, and underground work.



Split Fire Protection

4409 DRIFTWOOD AVE NW
Albuquerque, NM 87114
Tel: (505) 818-2236
SplitFireProtection@GMail.Com

6 April 2017

To: Southwest Plastering c/o Efrain Cuna

Split Fire Protection is honored to submit to you a quotation for the St. Elizabeth Shelter located at 1604 Berry Rd, Santa Fe, NM. The lump sum price is **TWENTY FIVE THOUSAND FOUR HUNDRED FIFTY FOUR DOLLARS (\$25,454.00). Plus applicable sales tax.** The work starts at a 4" plumb and true flange left inside the Fire Sprinkler room by others, and is defined further by the following clarifications and exclusions:

SCOPE

- New wet pipe system starting at the riser in the mechanical room or closet on the first floor, from a 4" flange left by others.
- We will install exposed pipe throughout the building. We can install it in plastic, if it will covered with a soffit, or in metal pipe if it is to be painted.
- A Backflow preventer will be installed on the riser inside the mechanical room, and drained to the outside.
- All material used will be brand new, nothing re-built or refurbished.
- Proposed system is based on having at least 80 psi static, 75 psi residual with 1500 GPM flowing from the Tie-in to the city line. City or County to supply water information.
- Design, drawings, product submittals to owner and AHJ
- Engineering and stamps as required

Our proposal includes, but is not limited to the following:

- Fabrication, Delivery, Loading and Unloading, and Installation of Materials
- Labor, Labor Supervision, Tools, and Equipment as Required
- General Liability Insurance \$1,000,000.00
- One Year Warranty

CLARIFICATIONS

- A Mutually agreed upon schedule and subcontract agreement
- Our quotation is based upon the building being capable of supporting our systems and devices, Split Fire Protection shall not be responsible for hanging within a set distance of panel points.
- It is the owner's responsibility to maintain the environment that the wet sprinkler system is installed to above 40 degrees F.
- The fire sprinkler piping will be substantially supported from the building structure in accordance with minimum requirements of NFPA 13 and with standard industry practices. Split Fire Protection shall not be required to furnish structural calculations or additional supports for the fire protection systems.

- All work to be done during normal business hours M-F 7:00am - 4:00pm.
- Permits and Plan check fees included
- Split Fire Protection reserves the right to add any material escalation onto proposal after 15 days past the date of this proposal. Finance charges of 2% per month will be charged on all past due accounts.
- Terms will be net 30 days from the date of the Invoice. All bids and quotes are based on our terms and conditions.

EXCLUSIONS

- Fire Watch
- Earthquake Bracing
- Underground Piping
- Water Flow tests needed on city lines to verify water supply (the City usually provides this information)
- Fire pump if city/county cannot supply the amount of water needed
- Electrical wiring of devices provided
- Sprinklers above the ceilings
- Cutting, Patching, Painting or Prep for Painting
- Covered entry
- Sprinklers above ceilings
- Sleeves and core-drilling
- Structural calculations to prove the building can hold the fire sprinkler system

Thank You for this opportunity. If you have any comments or questions, please contact Bill Brown at the number at the top of page 1.

Sincerely,

Kimberly L. Olivas

Kimberly L. Olivas

83 CAMINO TORCIDO LOOP
 SANTA FE, NM 87507
 505-470-3200
FIRE PROTECTION firstdefensefp@outlook.com

Estimate

Date	Estimate #
4/12/2017	1452

Name / Address
S.W. Plastering Co. Efrain Cuna 2925 Rufina St. Santa Fe, NM 87507

			Project
Description	Qty	Rate	Total
St. Elizabeth Shelter/ Berry St.			
Back-Flow Preventer (Inside Building w/ drain), Pipe, Fittings, Hangers, Valves, Switches, etc.	1	14,285.43	14,285.43
Sub-Total			14,285.43
Public Entity Disount		-20.00%	-2,857.09
Sub-Total			11,428.34
Labor to install Fire Sprinkler System in existing building and proposed addition. Underground Contractor to provide tap to city and pipe to building. Price also includes Design, Permit, & Inspections	1	8,550.00	8,550.00
Sales Tax Santa Fe County		6.875%	0.00
Total			\$19,978.34

KAUFMAN

FIRE PROTECTION SYSTEMS, INC.

Since 1975

751 RANKIN NE Albuquerque, NM

PH# 505-884-2447 License. # 16845 FAX# 505-884-2616

PROPOSAL

To: EFRAIN CUNA

Date: 4-6-2017

Ref: ST ELI SHELTER

Gentlemen,

We are pleased to submit the following quotation on the above-referenced project.

Work Scope:

We propose to perform all work, including labor, material, equipment, tools, and all applicable fees and permits required.

Terms: payment is due the 10th of the following month.

This bid is based on terms and conditions of AIA Document A410 subcontract form, and on exclusion of any requirement to name additional insured or to waive rights of subrogation for claims against workers' compensation, employer's liability or commercial general liability insurance. Should a contract ensue, this form shall be utilized.

(We will provide you proof of any increases.) This offer will remain for thirty days (30) from bid.

KFP INSURANCE IS FOR \$1,000,000 EACH OCCURRENCE AND \$2,000,000 AGGREGATE. IF MORE INSURANCE IS REQUIRED, IT WILL BE AT AN ADDITIONAL COST, YOU MAY REQUEST A COPY OF OUR CERT. OF INSURANCE. THIS IS THE ONLY CERT OUR CARRIER WILL ISSUE AND CANNOT BE MODIFIED.

ADDENDUM: NONE

INCLUDED:

Work to start inside the building at a flange above the floor; wet pipe system; shop drawings.

EXCLUDED:

Bond, tax, cutting, patching, electrical wiring & building fire alarms, painting, fire extinguisher and cabinets, adequate heat to prevent all sprinkler piping from freezing, temporary fire protection, core drilling, insulation, fire stopping, center of tile, abatement, underground supply, PIV.

BASE BID: \$ 25,280.00

Please contact our office if you require any further information.

Don Kaufman
President

FIRE PROTECTION

83 CAMINO TORCIDO LOOP
SANTA FE, NM 87507
505-470-3200
firstdefensefp@outlook.com

Estimate

Date	Estimate #
4/12/2017	1453

Name / Address
S.W. Plastering Co. Efrain Cuna 2925 Rufina St. Santa Fe, NM 87507

			Project
Description	Qty	Rate	Total
St. Elizabeth Shelter/ Berry St. Addressable Fire Alarm Panel, Smoke Detectors, Manual Pulls, Modules for Sprinkler System, Wireless Communicator, wire, j-boxes, etc.	1	8,290.00	8,290.00
Sub-Total			8,290.00
Public Entity Discount		-20.00%	-1,658.00
Sub-Total			6,632.00
Labor to install Fire Alarm Panel to monitor newly installed Fire Sprinkler System. Estimate includes Design, permit, & Inspection.	1	4,248.00	4,248.00
Sales Tax Santa Fe County		6.875%	0.00
Total			\$10,880.00

A & S Plumbing & Fire protection, Inc.

5720 Industry Way SE
Albuquerque, NM 87105

Phone (505) 877-2897
Fax (505) 452-1167

New Mexico Construction Industries Division, MM-98 Contractor License No. #059660
JPG License No. #06818 & 378306

New Mexico Construction Industries Division, GF09 Contractor License No. #942559

New Mexico Department Of Labor # 19-3051-1

Public Works Registration #002439820120504

Resident contractor certification # L1731224384

Veteran's preference contractor cert. # L0926266176

Date: 5/18/17

Proposal submitted: Efrain Cuna

Attn:

Phone:

Fax:

Address,

City, Alb.

State & Zip Code: NM

Job Name: fire line

Job Location: 1604 Berry ave Santa fe NM

We propose to furnish material and labor – complete in accordance with specifications below.

For the sum of: Thirty five thousand four hundred twenty dollars

BASE BID \$35,420.00 + Tax or NTTC

Payment to be made as follows: 50% down & 100% upon completion. Net due at invoice

Authorization Signature: _____

NOTE: This proposal may be withdrawn by A & S Plumbing Inc, if not accepted within thirty (30) days.

All material is guaranteed to be specified. All work to be completed in a work like manner according to standard practices. Labor and material are warranted for one year from the date of final inspection or of substantial completion of our work.

Any alteration or deviation from specifications below involving extra costs or credits will become an extra charge or credit over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, builder's risk, and any other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. As an additional position of the price provision, all sums due and payable pursuant to partial completion, after 30 days shall be charged 1-1/2 interest per month until paid and subsequent receipt after 30 days shall first be applied to interest and remainder to principal balance. In the event of default, the purchaser also agrees to pay a reasonable attorney fees and costs incurred, in effecting payment whether or not action is filed.

We are pleased to quote labor, materials and permits for the following:

For 4" fire line from main line in blum to new fire riser room. We will hand dig on left hand side of the building to this location. excluding any landscaping R&R in this location if any exists. Backflow and hot box will be located on the left hand side close to the side gate in the parking lot.

1-6"x 4" tapping sleeve and 4" hot tap

1- 4" Fl x mj gate valve and valve box

150' of 4" c900 PVC pipe

1- 4" mj valve and plate

1- PIV and switch

1- 4"backflow and hot box. (excluding power for heat strip by other).

1- 4"SS or DI riser in building within 2' of the outside wall

1-R&R of asphalt in street and parking lot

1-Excavation and barricade permit

Provisions for scale type pay, State wage agreements, or government Davis Bacon rates.
NOT INCLUDED.

Note: price is based on reg. HRs no after hr's or weekends is included if needed a change order will be added. Also this price is based on a site visit if the existing line size is different the price will change for the difference in materials needed. If the depth are not normal depth price may change for any special equipment that maybe needed.

If during excavation we encounter any rock or any other substructures that cause delays in progress or necessitate the use of special equipment or procedures to complete the work, there will be an additional charge.

We do not included pro-rata, UEC, restoration fees, or any other fees assessed by any governing agency, if applicable.

Unless specifically stated above, we do not include Tax, plumbing , HVAC, bonds, R&R of drywall, block, tile or any other surface, roofing, cathodic protection, erosion control, construction fencing, in-port or export of any and all soils, dewatering, electrical, design, engineering, city or pnm meters, bonded street cuts, saw cutting of concrete or asphalt removal or replacement, any and all catch basins, concrete collars or structures, compaction tests, barricading fees, irrigation repair if any, surveying, construction water, rip rap, construction staking, the restoration of any landscaping (trees, bushes, shrubs, grass, gravel, ground coverings, sidewalks,, etc.), if applicable.

IF YOU WISH TO ACCEPT THIS PROPOSAL, PLEASE SIGN AND RETURN ONE COPY TO THIS OFFICE.

WE MUST ~~RECEIVE A~~ SIGNED COPY OF THIS PROPOSAL, AND YOU'RE PAYMENT BEFORE WORK CAN BE SCHEDULED.

ACCEPTANCE OF PROPOSAL the above prices, specifications and conditions are satisfactory and are beery accepted. You are authorized to do the work as specified. Payment will be made as outlined above.


Signature: **Date:**

City of Santa Fe, New Mexico

memo

DATE: June 9, 2017

TO: Finance Committee (June 19, 2017)
City Council (June 28, 2017)

FROM: Alexandra Ladd, 
Office of Affordable Housing

RE: Professional Services Agreements for Poverty and Climate Solutions/Verde Fund (RFP 17/27/P)

ACTION REQUESTED

Approve two (2) Professional Services Agreements (PSAs) awarded through the Poverty and Climate Solutions RFP (2140.22140):

1. Homewise: \$100,000
2. Verde Community Impact Collaborative (Youthworks): \$200,000

BACKGROUND

In May of 2016, the Governing Body approved Resolution 2016-42 which established the Verde Fund and called for a one-time appropriation of \$300,000. Proponents were asked to address the following goals:

- Reduce systemic poverty throughout Santa Fe
- Achieve carbon neutrality
- Promote workforce empowerment and create opportunity for the unemployed

ITEM AND ISSUE

The Resolution further and staff released an RFP in January of 2017 that called for providing, "a specific set of integrated, wrap-around services that strengthen the housing, healthcare, education, transportation, food, and employment opportunities... while reducing energy use and lowering carbon emissions".

Four proposals were received two projects were selected as finalists by the Evaluation Committee. Upon a second interview, the Committee opted to fund two of the projects which

best met the proposal guidelines of lowering "living costs for low- and very-low income people while also providing options to lower energy use." Based on this, the proposed scopes of work in the attached PSAs were negotiated, a summary of which follows.

Homewise SOL (Solar Opportunity Loan) Fund

The SOL fund makes solar obtainable for households with moderate incomes by bringing down the primary barrier to solar energy which are the up-front product costs and installation costs. Through access to low-cost, fixed rate loans, many of these households will find that their loan payments are lower than their prior energy bills. Homewise proposes to leverage \$100,000 of the Verde Fund financing to leverage \$400,000 of additional capital for a total investment of \$500,000 into the SOL fund. This amount represents 20 homes converting to solar energy (\$25,000/home) and prevents 89 tons of carbon from being released into the atmosphere each year. Funding will be reserved for owner households earning less than 80% of the area median income (AMI). Additionally, Homewise will offer a sliding scale in interest rates for loan recipients, bringing down interest rates to 3% for very-low income households.

Youthworks/Verde Community Impact Collective (VCIC)

VCIC is a collaboration of nine partner agencies that proposes concrete deliverables in several areas: improving food security, reducing carbon emissions through weatherization, addressing climate change threats through fire risk management, and addressing youth homelessness. Each partner agency provides resources and support for the activity related to them. Additionally, the project proposes to connect over 40 youth to jobs in weatherization, culinary arts, greenhouse management, and fire prevention. Providing energy efficiency services to 40 homes has the potential to offset 36 tons of carbon emissions per year.

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 (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. Program Services: The Contractor shall contribute to climate and poverty solutions for the City by expanding its provision of loans through the Solar Opportunity Loan (SOL) Fund, targeting households that make less than 80% of Area Median Income (AMI).

B. Program Deliverables:

(1) Homewise will utilize \$100k from the Verde Fund to ^{No Less than \$100k up to 10 hours} provide 5 loans targeting households that make less than 80% of AMI, for the purchase of a solar photovoltaic (PV) system.

(2) Homewise will leverage an additional \$400k in capital to further finance up to 20 additional loans, targeting households that make less than 80% of AMI, for the purchase of a solar photovoltaic (PV) system.

(3) Homewise will offer loans at rates

between 3-4% interest for households making less than 80% of AMI.

C. Program Components: Successful execution of the program includes but is not limited to the following:

(1) Prioritizing PV installation projects that result in short-term and long-term financial benefits for low- and moderate-income households. Short term benefits may include an interest rate and loan payback time that result in monthly loan payments that are equivalent or below the household's average monthly electricity bill. Long term benefits may include increased property value of the house related to the installation.

(2) Using existing mechanisms for education and outreach to promote access to the SOL Fund for households making less than 80% of AMI, including, but not limited to, a point of contact loan application process, targeted email, direct mail, phone calls, outreach to 5,000 homeowners in Homewise's existing data base, and provide onsite outreach at employment centers and through other community organizations and events.

(3) Partnering with local solar PV installers who are able to offer the most appropriate system package for the homeowners at competitive costs.

(5) Working with interested applicants who may not yet qualify for loans to help them understand credit risks and sound financial management choices that will be needed to meet loan requirements.

(6) Implementing a comprehensive tracking and evaluation process and providing quarterly reports to the City. This will include using a mortgage loan origination system and custom-designed client management system database that stores borrower and property information, such as borrower income level, household demographics, cost of home improvements and energy efficiency retrofits, solar PV system cost and capacity, utility bills and consumption, as well as loan payment schedule. No data provided to the City will include information that would allow identification of the loan recipient.

E. Quarterly Reports: Provide quarterly reports that reflect progress on the contract deliverables and document impacts on metrics of climate and poverty. The report shall include both quantifiable and qualitative measures, as defined below:

(1) Efficacy of outreach efforts, measured by # of loan applications received by income level for SOL Fund, including applications that were rejected.

(2) Poverty impact of solar PV installation to loan recipients. Impact will be documented by calculating the net financial benefit of solar by comparing the value of the energy generated from the PV system to the monthly loan payment for the system.

(3) Climate impact of solar PV system, in terms of annual metric tons of carbon dioxide (CO₂) emissions avoided (e.g., annual energy generation by PV system (kWh) x current emissions factor from PNM electricity grid (metric tons CO₂/kWh). The emission factor for the PNM grid in 2015 was 0.0006 tCO₂/kWh.

(4) Data tables as approved by the City that include demographics, loan details, and solar PV system details.

(5) Summary of challenges reaching and meeting the needs of target population to date and any plans and ideas for solutions.

F. Final Report: Provide a final report and summary, upon completion of all services, regarding all activities undertaken and data obtained to support overall program evaluation and effectiveness. The report should clearly delineate both climate and poverty impacts of the program, as outlined in the quarterly reports, but compiled over the entire length of the contract.

G. Marketing: The Contractor agrees to include on all marketing materials, the City of Santa Fe's logo and related branding.

H. Data Collection/Analysis: In order to further a city wide data collection effort, Contractor agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

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 a sum not to exceed one hundred thousand dollars (\$100,000) inclusive of gross receipts taxes.

B. Payment shall be made on a reimbursable basis according to the following:

(1) Receipt and approval by the City of income certification documents and a report of loan services provided to eligible recipients.

(2) Submission of quarterly report that includes data tables related to demographic information, loan details, and poverty and climate impacts.

4. 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.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate December 31st 2018, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three (3) additional one (1) year terms contingent upon parties reaching an agreement as to the terms and conditions and not to exceed four (4) years.

The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 or other evidence of Contractor's compliance with the provisions of this section 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. AMENDMENT

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

19. 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.

20. 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.

21. 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.

22. 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:
Office of Economic Development
P.O. Box 909
Santa Fe, NM 87504

Contractor:
Homewise
1301 Siler Rd
Santa Fe, NM 87505

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

CITY OF SANTA FE:

CONTRACTOR:
HOMEWISE

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE:

DATE:

CRS#
CITY OF SANTA FE
BUSINESS REGISTRATION

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ADAM 6/8
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON,
FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM



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

3 Complete information requested

☐ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$100,000.00

Termination Date: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Expanding its provision of loans through the Solar Opportunity Loan (SOL) Fund, targeting households that make less than 80% 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 \$ 100,000.00 of original Contract# _____ Termination Date: 12/31/2018

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: 100,000.00



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: Verde Fund **BU/Line Item:** 22140.519999

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:



HOMEINC-05

SMONCAYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2017

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

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

PRODUCER License # 0767776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com														
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Central Mutual Insurance Company</td><td>20230</td></tr><tr><td>INSURER B: New Mexico Assurance Company</td><td>13673</td></tr><tr><td>INSURER C: Starstone National Insurance Company</td><td>25496</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Central Mutual Insurance Company	20230	INSURER B: New Mexico Assurance Company	13673	INSURER C: Starstone National Insurance Company	25496	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CLP8361218	05/23/2017	05/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CLP8361218	05/23/2017	05/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CXS9657964	05/23/2017	05/23/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	5950124	12/03/2016	12/03/2017	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability		29662D173ALI	06/23/2017	06/23/2018	Each Occurrence \$ 3,000,000
C			29662D173ALI	06/23/2017	06/23/2018	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability. Workers Compensation coverage is evidence only.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 YouthWorks (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall contribute to climate and poverty solutions on behalf of the City by executing the Verde Community Impact Collaborative (VCIC), by providing the following services:

A. Ensure Program Delivery: Create a well-organized and transparent management and coordination structure to ensure effective delivery of programs with partners (The Food Depot, Dashing Delivery and/or other Transportation Provider, Reunity Resources, MoGro, Wildfire Network, All Trees Firewood, Inc., ProScape, Adelante Program for Homeless Student Services, Santa Fe Community College). The Contractor will rely on the following management practices:

(1) Scheduling recurring management meetings with VCIC partners to evaluate impact, address

challenges, and strategize about possible avenues for continued funding and collaboration beyond the Verde grant.

(2) Implementing a bi-weekly data collection process using clearly defined metrics and protocols, utilizing a client and program tracking software package and database, integrating progress reports submitted by partners.

B. Improve Food Security: Prepare and deliver meals to youth at afterschool programs and deliver fresh produce boxes to sites that work with families in need. As a direct result of activities to support food security as proposed through the VCIC, the following deliverables will be achieved:

(1) Approximately 750 daily after school meals delivered during the school year, serving approx. 60 youth per site and creating the following jobs: three (3) full time and five (5) part-time culinary jobs for youth and one (1) full time chef coordinator position, one (1) full time greenhouse manager position, six (6) greenhouse internships (12 weeks each cohort); and providing one (1) greenhouse management career certification.

(2) Fifty (50) food boxes per month for income eligible non-EBT eligible families delivered over eight (8) months, creating Food Ambassadors at four (4)

school sites who receive stipends and training, and providing up to three (3) culinary field certification opportunities.

C. Reduce Carbon Emissions: Conduct energy audits and weatherization for homes with low-income homeowners to achieve the following deliverables:

(1) Home weatherization and energy efficiency retrofits provided to forty (40) single family/multi-family homes/dwellings;

(2) Eight (8) weatherization crew jobs created;

(3) Two (2) energy efficiency trades career certifications provided, and up to three (3) social media film certifications obtained;

(4) An educational and outreach tool created through a documentary film and/or social media about the weatherization program and other aspects of the VCIC project, documenting the monetary and climate impacts of energy efficiency and weatherization.

D. Mitigate Climate Change Effects: Provide fire prevention services in Santa Fe's surrounding forest and find reuse for dead wood. As a direct result of activities to mitigate the effects of climate change as proposed through the VCIC, the following deliverables will be achieved:

(1) Fire mitigation services will be delivered on 75 acres of private/public land sites that impact Santa Fe area residents

(2) 1,000 tons of wood thinned and removed for conversion biomass;

(2) One (1) youth-led Wildfire Network Workshop will be held;

(3) Eight (8) Wildland Fire Mitigation jobs created, and 2 career certifications provided.

E. Address Youth Homelessness: match homeless youth with families for at least a 6-month stay, provide referral to wrap-around services, and create a post-housing transition plan for securing permanent housing. Deliverables include:

(1) 4 youth placed in Host Home Housing for up to 6 months.

F. Address Youth Employment: connect youth to long term employment in weatherization/construction, culinary arts, greenhouse management, fire prevention/forest management, and other skills. Deliverables include:

(1) Forty-four (44) jobs created/filled (including part-time positions, full-time positions,

apprenticeships and internships), of varying duration (3, 6, and 9 months);

(2) Complemented job placement with ongoing GED coursework and SFCC credited internships when needed and feasible for participants;

(3) Participant program achievements and post program information will be tracked for a minimum of six months after program exit to include documentation of subsequent educational and/or career steps. This information shall include, but is not limited to, a) number of participants employed, b) number enrolled in higher education or career certification, c) other notable job and career and academic achievements, d) number participating/attending entrepreneurial program workshops, and e) those for whom no information is no longer available.

G. Quarterly Reports: Provide Quarterly Reports that reflect the contract deliverables and economic development impacts for the City of Santa Fe. The report shall include both quantifiable and qualitative measures:

(1) Numbers of meals served at a given frequency to defined populations, and total number of produce boxes delivered.

(2) Numbers of qualified homes reached, # of homeowners educated, # of homes retrofitted and audited

for energy use, description and cost of intervention, when feasible, compare pre- and post-weatherization utility bills over six (6) months showing energy and monetary savings;

(3) Number of homeless youth successfully matched to housing, duration of stay, and plan for transition;

(4) Number of acres of forest impacted, total tons of biomass fuel removed, total tons used for firewood, compost, or mulch, and number of residents educated in civilian wildfire threat assessment and treatment;

(5) Number of job opportunities created, numbers of job trainees, types of jobs, total hours employed, wages earned through YW employment/training in VCIC project (we cannot truly collect total wages earned via other employers,) types of trainings and certifications, and # of trainees who were matched with full time employment.

F. Final Report: Provide a final aggregate report and summary, upon completion of all services, regarding all VCIC activities undertaken and data obtained to support overall program evaluation and effectiveness. The report should clearly delineate both climate and

poverty impacts of the program. Climate impacts should include estimated tons of carbon dioxide emission reductions resulting from the activities completed.

G. Marketing: The Contractor agrees to include on all marketing materials, the City of Santa Fe's logo and related branding.

H. In order to further a city wide data collection effort to better understand the local entrepreneurial and workforce community, programs and constituent needs, Contractor agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

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 a sum not to exceed two hundred thousand dollars (\$200,000) inclusive of 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 of invoices reviewed and approved by the City. Invoices shall include short detailed statements containing a description of work completed for VCIC, which shall include but is not limited to staff achievements and accomplishments of participants. This is in addition to the quarterly and final reports indicating satisfactory progress towards deliverables of this Agreement.

4. 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.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate amended to Dec 31, 2018, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three (3) additional one (1) year terms contingent upon parties reaching an agreement as to the terms and conditions and not exceed four (4) years. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 or other evidence of Contractor's

compliance with the provisions of this section 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. AMENDMENT

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

19. 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.

20. 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.

21. 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.

22. 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:
Office of ~~Affordable~~ Housing
P.O. Box 909
Santa Fe, NM 87504

Contractor:
YouthWorks
1000 Cordova Place
#415
Santa Fe, NM 87505

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

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE:

DATE:

CRS#
CITY OF SANTA FE
BUSINESS REGISTRATION

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ADM 6/9
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON,
FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM



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 YouthWorks

3 Complete information requested

☐ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$200,000.00

Termination Date: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Executing the Verde Community Impact Collaborative (VCIC)

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 \$ 200,000.00 of original Contract# _____ Termination Date: 12/31/2018

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: 100,000.00



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: Verde Fund **BU/Line Item:** 22140.519999

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:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2016

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

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

PRODUCER Conservation United PO Box 759 Higley AZ 85236 INSURED Santa Fe Youth Works 1000 Cordova Pl #415 Santa Fe NM 85706	CONTACT NAME: Kelly Cassidy PHONE (A/C, No, Ext): (844) 559-8336 FAX (A/C, No): (602) 388-8110 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Security National Insurance Co NAIC # 19879 INSURER B: First Nonprofit Insurance Co 10859 INSURER C: Milwaukee Casualty Ins Co 26662 INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: CL167100282

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	SPP1113926 00	7/2/2016	7/2/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 Sexual Abuse Cov \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		SPP1113926 00	7/2/2016	7/2/2017	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000		SMB1113047	7/2/2016	7/2/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	MWC1010221	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers		SML133369700	4/5/2016	4/5/2017	Aggregate \$1,000,000
A	Employment Practices		SML133369700	4/5/2016	04/05/2017	Aggregate \$1,000,000

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

City of Santa Fe is named as additional insureds with respects to the general liability

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert Johnston/KCASS <i>Robert Johnston</i>
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