# CITY of ALBUQUERQUE
## TWENTY SIXTH COUNCIL

COUNCIL BILL NO. R-25-188 ENACTMENT NO. R-2025-059

SPONSORED BY: Nichole Rogers, Tammy Fiebelkorn, Klarissa J. Peña, Renée Grout, by request

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RESOLUTION

AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE STATE OF NEW MEXICO AND APPROPRIATING FUNDING FOR SPECIFIC HOMELESS SERVICES PROGRAMS AND FACILITY IMPROVEMENTS AND TO A SPECIFIC AFFORDABLE HOUSING PROJECT.

WHEREAS, following the 2025 Legislative Session, the Governor of the State of New Mexico signed into law HB2, which, in part, appropriated $110,000,000 to "support housing, affordable housing, transitional housing and the expansion of housing services providers that facilitate behavioral health services and substance abuse recovery, homelessness assistance and prevention for persons with behavioral health needs;" and

WHEREAS, in 2024, the Governor signed into law HB2 (2024), which, in part, appropriated state GRO Fund money "for Statewide Homeless Initiatives;" and

WHEREAS, the City has been in communication with the State of New Mexico Department of Workforce Solution regarding an agreement for use of a portion of these funds; and

WHEREAS, the Young Adult Housing and Treatment Navigation Center will provide 41 beds specifically for unsheltered, vulnerable transition-aged youth, and will offer critical overnight housing, safety, case management, and supportive services tailored to meet the unique needs of young adults experiencing homelessness; and

WHEREAS, the Men's Housing and Treatment Navigation Center at the Gateway Center provides 42 beds for short-term shelter and intensive support to 42 men at a time experiencing homelessness who are ready to transition

into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing; and

WHEREAS, the Expanded Men's Housing and Treatment Navigation Center at the Gateway Center provides short-term shelter and intensive support to an additional 50 men experiencing homelessness who are ready to transition into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing; and

WHEREAS, the Expanded Women's Housing Navigation and Treatment Program at the Gateway Center offers safe, short-term shelter paired with individualized support to help an additional 50 women experiencing homelessness who are ready to transition into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing; and

WHEREAS, the First Responder Receiving Area is designed to allow first responders to safely drop off individuals needing immediate care, and can accommodate short-term stays for up to 20 clients nightly, and will provide rapid stabilization, safety, and connection to ongoing supportive services, reducing strain on emergency resources; and

WHEREAS, the Medical Respite Facility is in need of partial roof replacement for sections of the roof that are beyond end of life; and

WHEREAS, Housing and Treatment Navigation Programs at Gateway Center have shared costs that benefit multiple programs; and

WHEREAS, Gateway West, serving up to 721 people nightly, is a critical piece of our City's emergency response infrastructure and a vital resource for connecting people to housing, healthcare, and stability; and

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WHEREAS, final dorms at Gateway West require updates including the installation of new flooring, showers, restrooms, and lighting, as well as the addition of security cameras for enhanced safety; these improvements will help ensure the facility meets the needs of its residents and complies with modern standards of safety and accessibility; and

WHEREAS, on May 19, 2025, City Council approved EC-25-393 Recommendation of Award for medical sheltering and social support services, which requested authorization to establish agreements with Community Bridges Inc. for Gateway Men's Housing Navigation services and First Responder Receiving Area services, as well as authorization to establish an agreement with Horizons Services, Inc. for Medical Sobering services; and

WHEREAS, EC-25-426 Request Approval to Add Funds to the Professional Service Agreement (CCN# 2025PT00000832.1) with Chicanos Por La Causa to Operate Gateway Women's Housing Navigation Expansion is pending Council approval; and

WHEREAS, EC-25-427 Request Approval to Add Funds to a Professional Services Agreement with Community Bridges to Operate Gateway Men's Housing Navigation Expansion is pending Council approval; and

WHEREAS, EC-25-428 Request Authorization to Establish a Professional Service Agreement with Youth Development Incorporated (YDI) to Provide Young Adult Sheltering, Case Management, and Housing Navigation Services is pending Council approval; and

WHEREAS, the Albuquerque Region Housing Needs Assessment (Root Policy Research, 2024) found that between 2010 and 2022, the proportion of residents aged 65 and older increased from 12% to 17% in Albuquerque, and that Albuquerque's increasing proportion of older adults means more small households that need smaller units or multi-family units with nearby services; and

WHEREAS, the 2024 assessment also found that over half (52%) of all renters are cost burdened because they pay more than 30% of their income on housing, and significant subsidies are needed to make housing affordable; and

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WHEREAS, a 2025 Pew Charitable Trust study found that median monthly rent in New Mexico increased 58% from March 2017 to March 2024; and

WHEREAS, the Pew study also concluded that New Mexico is facing a housing shortage and that new data confirms that more housing supply results in lower housing costs; and

WHEREAS, Juniper Flats, formerly the Ramada Inn located at 25 Hotel Circle NE, is currently undergoing conversion into apartments, involving a complete interior and exterior overhaul as well as environmental remediation, and upon completion will provide 204 permanent affordable apartments for unhoused seniors earning below 60% the Area Median Income (AMI) as determined by HUD; and

WHEREAS, Juniper Flats will be used exclusively to house low-income seniors; and

WHEREAS, completion of construction on Juniper Flats is anticipated in September 2025 the operational date is anticipated to be in October 2025; and

WHEREAS, the City desires to acquire Juniper Flats; and

WHEREAS, the $5 million in state funding will leverage up to $22 million in bond funds depending on the amount of capital write down.

BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF ALBUQUERQUE:

SECTION 1. Council hereby approves and authorizes the appropriation of $21,839,604 from the State of New Mexico, General Appropriation Act of 2024 and 2025 and $45,000 for indirect costs from the Transfer to Operating Grants Fund Program in the General Fund, to the Health, Housing, and Homelessness Department in the Operating Grants Fund 265 for Fiscal Year 2026.

SECTION 2. These funds shall be used for specific homeless services programs, facility improvements, and the purchase of Juniper Flats affordable housing project, as specified in the attached agreements between the City of Albuquerque and the State of New Mexico Department of Workforce Solutions.

SECTION 3. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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PASSED AND ADOPTED THIS 15th DAY OF September, 2025
BY A VOTE OF: 8 FOR 0 AGAINST.

For: Baca, Bassan, Champine, Fiebelkorn, Grout, Lewis, Peña, Rogers
Excused: Sanchez

Brook Bassan, President
City Council

APPROVED THIS 17 DAY OF September, 2025

Bill No. R-25-188

Timothy M. Keller, Mayor
City of Albuquerque

ATTEST:

Ethan Watson, City Clerk

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# CITY OF ALBUQUERQUE

## Albuquerque, New Mexico

### Office of the Mayor

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM** August 25, 2025

**TO:** Brook Bassan, President, City Council

**FROM:** Timothy M. Keller, Mayor

**SUBJECT:** AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE STATE OF NEW MEXICO AND APPROPRIATING FUNDING FOR SPECIFIC HOMELESS SERVICES PROGRAMS AND FACILITY IMPROVEMENTS AND TO A SPECIFIC AFFORDABLE HOUSING PROJECT

The City has made deep and ongoing investments to transform our homelessness response system and has developed a comprehensive system of care through its Gateway System, which integrates street outreach, shelter, housing navigation, behavioral health and substance use treatment, transitional housing and permanent affordable housing. This continuum of care reflects an understanding that homelessness and housing insecurity are complex challenges that require cross-cutting, wraparound solutions.

This resolution proposes to authorize acceptance of $21,839,604 from the State of New Mexico and appropriation of the funds to specific homeless services programs, facility improvements, and the purchase of Juniper Flats. The funding is from the State of New Mexico General Appropriation Act Of 2025 to "support housing, affordable housing, transitional housing and the expansion of housing services providers that facilitate behavioral health services and substance abuse recovery, homelessness assistance and prevention for persons with behavioral health needs," and the State of New Mexico General Appropriation Act of 2024 for "Statewide Homeless Initiatives."

Working with the Department of Workforce Solutions, the City has identified the following programs and facility improvements as appropriate recipients of this funding:

**Young Adult Housing &Treatment Navigation Center Operations**

The Young Adult Housing and Treatment Navigation Center will provide 41 beds specifically for unsheltered, vulnerable transition-aged youth, and will offer critical overnight housing, safety, case management, and supportive services tailored to meet the unique needs of young adults experiencing homelessness.

**Men's Housing and Treatment Navigation Center Operations**

The Men's Housing and Treatment Navigation Center at the Gateway Center provides 42 beds for short-term shelter and intensive support to 42 men at a time experiencing homelessness who are ready to transition into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing.

**Expanded Men's Housing and Treatment Navigation Center Operations**

The Expanded Men's Housing and Treatment Navigation Center at the Gateway Center provides short-term shelter and intensive support to an additional 50 men experiencing homelessness who are ready to transition into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing.

**Expanded Women's Housing and Treatment Navigation Center Operations**

The Expanded Women's Housing Navigation and Treatment Program at the Gateway Center offers safe, short-term shelter paired with individualized support to help an additional 50 women experiencing homelessness who are ready to transition into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing.

**First Responder Receiving Area Operations**

The First Responder Receiving Area is designed to allow first responders to safely drop off individuals needing immediate care, and can accommodate short-term stays for up to 20 clients nightly, and will provide rapid stabilization, safety, and connection to ongoing supportive services, reducing strain on emergency resources.

**Medical respite facility Improvements**

The Medical Respite Facility is in need of partial roof replacement for sections of the

roof that are beyond end of life.

**Shared costs for Programs at Gateway Centers**

Housing and Treatment Navigation Programs at Gateway Center have shared costs that benefit multiple programs.

**Gateway West Operations**

Gateway West, serving up to 721 people nightly, is a critical piece of our city's emergency response infrastructure and a vital resource for connecting people to housing, healthcare, and stability.

**Gateway West Facility Improvements**

Final dorms at Gateway West require updates including the installation of new flooring, showers, restrooms, and lighting, as well as the addition of security cameras for enhanced safety; these improvements will help ensure the facility meets the needs of its residents and complies with modern standards of safety and accessibility.

**Juniper Flats**

Juniper Flats, formerly the Ramada Inn located at 25 Hotel Circle NE, is currently undergoing conversion into apartments, involving a complete interior and exterior overhaul as well as environmental remediation, and upon completion will provide 204 permanent affordable apartments for unhoused seniors earning below 60% the Area Median Income (AMI) as determined by HUD. Completion of construction on Juniper Flats is anticipated in September 2025 the operational date is anticipated to be in October 2025. The $5 million in state funding will leverage up to $22 million in bond funds depending on the amount of capital write down.

AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE STATE OF NEW MEXICO AND APPROPRIATING FUNDING FOR SPECIFIC HOMELESS SERVICES PROGRAMS AND FACILITY IMPROVEMENTS AND TO A SPECIFIC AFFORDABLE HOUSING PROJECT

Approved:

Samantha 8/28/25

Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

8/28/25

Date
City Attorney

Recommended:

8-28-25

Date
Director

## Cover Analysis

1. **What is it?**
   A resolution authorizing acceptance of and appropriating funds from the State of New Mexico Department of Workforce Solutions for Gateway Center and Gateway West operations and capital improvements, and to purchase Juniper Flats.

2. **What will this piece of legislation do?**
   This resolution authorizes acceptance of and appropriates $21,839,604 identified in the State of New Mexico General Appropriation Act Of 2025 and the State of New Mexico General Appropriation Act of 2024 for homeless services programs, including $13,467,739 for operations, $3,371,865 for capital improvements at the Gateway Center and Gateway West, and $5,000,000 to purchase Juniper Flats.

3. **Why is this project needed?**
   To fund contracts for operating the Young Adult Housing and Treatment Navigation Center, the Men's Housing and Treatment Navigation Center, the Women's Housing and Treatment Navigation Center, the 24/7 First Responder Receiving Area, and Gateway West, to fund capital improvements at the Medical Respite Center and at Gateway West, and to purchase Juniper Flats.

4. **How much will it cost and what is the funding source?**
   The total cost is $21,839,604. The funding source is the State of New Mexico. The $5 million in state funding for Juniper Flats will leverage up to $22 million in bond funds depending on the amount of capital write down. The City will provide IDOH match of $45,000 from the transfer of General Fund to the Grants Operating Fund (265).

5. **Is there a revenue source associated with this contract? If so, what level of income is projected?**
   There is no projected income.

6. **What will happen if the project is not approved?**
   Thousands of individuals experiencing homelessness will not have access to the continuum of care services provided by our Gateway system and shelter beds with services attached will sit empty, and the City will not be able to provide 204 permanent affordable apartments for seniors.

7. **Is this service already provided by another entity?**
   No, these coordinated services are not provided by another entity.

## FISCAL IMPACT ANALYSIS

TITLE: AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE STATE OF NEW MEXICO AND APPROPRIATING FUNDING FOR SPECIFIC HOMELESS SERVICES PROGRAMS AND FACILITY IMPROVEMENTS

R: X O:
FUND: 265

DEPT: HHH

[ ] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

[X] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

| | Fiscal Years 2026 | 2027 | 2028 | Total |
|---|---|---|---|---|
| Base Salary/Wages | | | | - |
| Fringe Benefits at | | | | - |
| Subtotal Personnel | - | - | - | - |
| Operating Expenses | 13,467,739 | | | 13,467,739 |
| Property/Capital | 8,371,865 | | - | 8,371,865 |
| Indirect Costs | 45,000 | | - | 45,000 |
| Total Expenses | $ 21,884,604 | $ - | $ - | $ 21,884,604 |
| [ ] Estimated revenues not affected | | | | |
| [ ] Estimated revenue impact | | | | |
| Revenue from program | | | | - |
| Amount of Grant | 21,839,604 | - | - | 21,839,604 |
| City Cash Match | | | | - |
| City Inkind Match | | | | - |
| City IDOH | 45,000 | - | - | 45,000 |
| Total Revenue | $ 21,884,604 | $ - | $ - | $ 21,884,604 |

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

**COMMENTS:** Appropriating funding from State of New Mexico HB 2 in 2024 and 2025 for Young Adult Housing &Treatment Navigation Center Operations, Men's Housing and Treatment Navigation Center Operations, Expanded Men's Housing and Treatment Navigation Center Operations, Expanded Women's Housing and Treatment Navigation Center Operations, First Responder Receiving Area Operations, Medical respite facility Improvements, Shared costs for Programs at Gateway Centers, Gateway West Operations, Gateway West Facility Improvements, and the purchase of Juniper Flats.

**COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:**

PREPARED BY:

FISCAL ANALYST

APPROVED:

DIRECTOR

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER

CITY ECONOMIST

**STATE OF NEW MEXICO**
**INTERGOVERNMENTAL AGREEMENT**
**AGREEMENT No. 26-631-1111-00004**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is effective on the date executed by the Department of Workforce Solutions ("**Effective Date**") and is made and entered into by and between the State of New Mexico, Department of Workforce Solutions ("**Department**") and the City of Albuquerque ("**Contractor**") (individually "**Party**" and collectively "**Parties**").

**WITNESSETH**

**WHEREAS,** the Department is an agency of the State of New Mexico, created under § 9-26-1 et seq., NMSA 1978; and

**WHEREAS,** Contractor is a public body politic and corporate, separate and apart from the State, created under § 3-1-5 (G), NMSA 1978, § 13-1-67 NMSA 1978 and §13-18-1 NMSA 1978; and

**WHEREAS**, Contractor holds the technical expertise and capacity to perform services necessary to administer an appropriation assigned to the Department; and

**WHEREAS**, Department is retaining the Contractor to provide its skill and expertise in housing and homelessness services;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms:

1. **Scope of Work.**

The Contractor shall perform the Scope of Work attached as "**Exhibit A.**" The Parties agree that the Department, in accordance with the total annual budget stated herein, and after consultation and acceptance by the Contractor, requires the Contractor to fund specific activities and/or programs identified in Exhibit A at levels deemed appropriate by the Department. The Parties agree that **Exhibit A** may be updated and amended from time to time to incorporate any exercise of the Department's discretion identified above without the need for formal amendment of this Agreement.

2. **Compensation.**

   a. Department shall fund a portion of Contractor's homeless services programs. Department shall pay Contractor the specific costs tied to services satisfactorily completed pursuant to **Exhibit A**. The total budget amount payable under this Agreement shall not exceed Sixteen Million Eight Hundred Thirty-Nine Thousand Six Hundred Four Dollars and No Cents ($16,839,604.00). This amount is a maximum and not a guarantee that work assigned to be performed under this Agreement shall equal the amount stated herein.

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

c. Payment beyond Fiscal Year 2026 is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Exhibit A, Scope of Work. All invoices not received by Department within fifteen (15) days preceding the end of the state fiscal year in which the services were delivered. Invoices received after such date **SHALL NOT BE PAID**.

d. Contractor shall submit a detailed statement accounting for all services performed and expenses incurred. If the Department finds that the Contractor's services are unacceptable or contractor's statements accounting for services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, the Department shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

This Agreement shall be effective upon complete execution of the Parties and continue, unless otherwise terminated hereunder, through June 30, 2026, with the option to extend this Agreement for three (3) additional one-year terms, as determined by Department and subject to the mutual agreement of the Parties. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150. Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Department.

4. **Termination.**

a. Grounds. The Department may terminate this Agreement for convenience or cause.

b. Contractor may terminate this Agreement based upon the Department uncured, material breach of this Agreement or with ninety (90) days' written notice to the Department

c. Notice to Agency Regarding Opportunity to Cure.

i. Except as otherwise provided in Paragraph (4)(c)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

iii. In all other instances, Contractor shall give Department written notice of termination at least ninety (90) days prior to the intended date of termination.

iv. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor(i) if Contractor becomes unable to perform the services contracted for, as determined by Department; or (ii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Agreement.

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

e. Termination Management. Immediately upon receipt by either of the Parties of notice of termination of this Agreement, Contractor shall:

i. not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without the written approval of Department;

ii. comply with all directives issued by Department in the notice of termination as to the performance of work under this Agreement; and

iii. take such action as Department shall direct for the protection, preservation, retention, or transfer of all property titled to Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become the property of Department upon termination and shall be submitted to the agency as soon as practicable.

5. **Appropriations.**

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

6. **Assignment.**

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

7. **Subcontracting.**

Contractor may subcontract any portion of the services to be performed under this Agreement without the Department's prior written approval. No such subcontract shall relieve Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from Department. Contractor shall ensure that all subcontracts are awarded and issued in accordance with applicable procurement laws, regulations, and policies.

8. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. **Confidentiality.**

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

by Contractor's Requests to Inspect Documents Policy or to NMSA 1978, Chapter 14, Article 2, Inspection of Public Records Act.

10. **Product of Service - Copyright.**

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

11. **Conflict of Interest; Governmental Conduct Act.**

a. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance or services required under the Agreement.

b. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, shall continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing,

c. Contractor specifically represents and warrants that:

i. in accordance with NMSA 1978, § 10-16-4.3, Contractor does not employ, has not employed, and shall not employ during the term of this Agreement any Department employee while such employee was or is employed by Department and participating directly or indirectly in Department's contracting process;

ii. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) Contractor is not a public officer or employee of the State; (ii) Contractor is not a member of the family of a public officer or employee of the State; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A).

iii. in accordance with NMSA 1978, § 10-16-8(A), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not

been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

iv. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) Contractor is not a legislator; (ii) Contractor is not a member of a legislator's family; (iii) Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

v. in accordance with NMSA 1978, § 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications, or evaluation criteria for this Agreement or any procurement related to this Agreement; and

vi. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Department.

d. Contractor's representations and warranties in Paragraphs A and B of this Article 11 are material representations of fact upon which Department has relied as the Parties enter into this Agreement. Contractor shall provide immediate written notice to Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to Department and notwithstanding anything in the Agreement to the contrary, Department may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in Article 11(B).

12. Required Federal Provisions.

To the extent any funding provided to Contractor is received from the Federal Government, contractor agrees to comply with the following requirements:

a. Lobbying. Contractor shall not use funds from this agreement to conduct lobbying activities or hire lobbyists at any government level, as defined by the Lobbyist Regulation Act, NMSA 1978, § 2-11-1, et. seq., and applicable federal law. No

federally appropriated funds shall be paid to influence any officer or employee of any department or member of Congress concerning federal agreements, grants, loans, or cooperative agreements. If any funds other than federal appropriated funds are used to influence any officer or employee in relation to applicable federal agreements, the Contractor shall submit Standard Form LLL, "Disclosure Form to Report Lobbying," as instructed.

b. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it nor any of its management, employees, or independent contractors who will be involved in the services or products supplied under this agreement have been excluded from participation in any government healthcare program, debarred from, or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7. Furthermore, each party represents that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Additionally, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

c. Fiscal and Administrative Standards. Contractor shall adhere to all local, state and federal regulations as applicable to their operations. Contractors shall adhere to the following fiscal and administrative standards in accordance with:

    i. Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) [Federal Awards Only];

    ii. State of New Mexico Manual of Model Accounting Practices (MAPs);

    iii. The State of New Mexico State Auditor, State Audit Rule;

    iv. Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information [Federal Awards Only];

    v. U.S. General Accounting Office, Government Auditing Standards;

d. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

e. Grantor and Contractor Information. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

    i. CFDA Number – N/A
    Program Title – N/A
    AGENCY/OFFICE – N/A

GRANT NUMBER – N/A
CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) - N/A

f. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).

g. This agreement and employees working on this agreement shall be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

h. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

i. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

j. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of $150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water.

k. Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

l. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding $100,000 shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

m. For agreements that involve the expenditure of federal funds, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level

of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Amendment.**

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

14. **Merger.**

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

15. **Penalties for Violation of Law.**

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in

accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any lawsuits arising under or out of any term of this Agreement.

18. **Workers' Compensation.**

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

19. **Records and Financial Audit.**

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

20. **Invalid Term or Condition.**

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

21. **Enforcement of Agreement.**

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

22. **Notices.**

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

To Department:

Sarita Nair, Cabinet Secretary
Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102
Sarita.Nair@dws.nm.gov

With copy to General Counsel, Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102

To Contractor:

Samantha Sengel
Chief Administrative Officer
City of Albuquerque
1 Civic Plaza NW, Albuquerque, NM 87102
SSengel@cabq.gov

23. **Authority.**

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

**[SIGNATURE PAGE AND EXHIBITS FOLLOW]**

**IN WITNESS WHEREOF,** the Department and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Department Secretary or Designee.

**Contractor – City of Albuquerque**

DocuSigned by:
BC2424C09B9741A...
Samantha Sengel, Chief Administrative Officer
Date: 8/19/2025 | 12:09 PM MDT

DocuSigned by:
F9705DFAA0D2484...
Gilbert Ramirez, Director
Department of Health, Housing and Homelessness
Date: 8/19/2025 | 12:00 PM MDT

Signed by:
291D07488BFB4B1...
Kathleen Oney, Chief Procurement Officer
Date: 8/19/2025 | 10:42 AM MDT

DocuSigned by:
1A21D06D32C74EE...
Lauren Keefe, Legal Counsel
Date: 8/19/2025 | 8:05 AM MDT

**Department - Department of Workforce Solutions**

DocuSigned by:
BF078EDDCD07473...
Sarita Nair, Cabinet Secretary
Date: 8/19/2025 | 1:11 PM MDT

DocuSigned by:
9D9D341F4A5D401...
Jo Ann Chavez, CFO/ASD Deputy Director
Date: 8/19/2025 | 12:18 PM MDT

**Approved as to legal form and sufficiency.**

DocuSigned by:
6AD76685AFBB402...
Gregory Lauer, General Counsel
Date: 8/19/2025 | 12:11 PM MDT

## Exhibit A – Scope of Work
## CITY OF ALBUQUERQUE

I. Purpose:

HB2 (2025) appropriated state general fund money, "To support housing, affordable housing, transitional housing and the expansion of housing services providers that facilitate behavioral health services and substance abuse recovery, homelessness assistance and prevention for persons with behavioral health needs" (the "**2025 State Funds**").

HB2 (2024) appropriated state GRO Fund money, "For Statewide Homeless Initiatives" (the "**2024 GRO Funds**").

The purpose of this Agreement is to fund the following programs serving people experiencing homelessness and transitioning from homelessness (the "**Funded Programs**"):

| **Program/Facility** | **2024 GRO Funds (ZI9D016)** | **2025 State Funds (ZJ5040)** | **Total State Funds** |
|---|---|---|---|
| Facility: Young Adult Housing and Treatment Navigation Center<br>2424 San Mateo Blvd NE, Albuquerque, NM 87110 | | | |
| Young Adult Housing and Treatment Navigation Center operations | 0 | $862,500.00 | $862,500.00 |
| Facility: Gateway @ Gibson<br>5400 Gibson Blvd SE, Albuquerque, NM 87108 | | | |
| Men's Housing and Treatment Navigation Center operations | $1,350,000.00 | 0 | $1,350,000.00 |
| Expanded Men's Housing and Treatment Navigation Center operations | $1,350,000.00 | 0 | $1,350,000.00 |
| Expanded Women's Housing and Treatment Navigation Center operations | $1,350,000.00 | 0 | $1,350,000.00 |
| First Responder Receiving Area operations | 0 | $1,289,736.00 | $1,289,736.00 |
| Medical respite facility improvements | 0 | $2,971,865.00 | $2,971,865.00 |
| Shared costs for Programs at Gateway Centers | 0 | $1,162,500.00 | $1,162,500.00 |
| Facility: Gateway West<br>7440 Jim McDowell NW | | | |
| Gateway West operations | 0 | $6,103,003.00 | $6,103,003.00 |
| Gateway West facility improvements | 0 | $400,000.00 | $400,000.00 |
| **Totals** | $4,050,000.00 | $12,789,604.00 | $16,839,604.00 |

II. Payment Structure

The payments under this Agreement shall be as follows:

| Program/Facility | Invoicing Requirement | Payment Amount | Total State Funds |
|---|---|---|---|
| Facility: Young Adult Housing and Treatment Navigation Center | | | |
| Young Adult Housing and Treatment Navigation Center operations | Monthly upon accepted submission of invoice certifying compliance with this Agreement | $172,500.00 per month for 5 months | $862,500.00 |
| Facility: Gateway @ Gibson | | | |
| Men's Housing and Treatment Navigation Center operations | Monthly upon accepted submission of invoice certifying compliance with this Agreement | $168,750.00 per month for 8 months | $1,350,000.00 |
| Expanded Men's Housing and Treatment Navigation Center operations | | $168,750.00 per month for 8 months | $1,350,000.00 |
| Expanded Women's Housing and Treatment Navigation Center operations | | $168,750.00 per month for 8 months | $1,350,000.00 |
| First Responder Receiving Area operations | | $161,217.00 per month for 8 months | $1,289,736.00 |
| Medical respite facility improvements | One payment upon Department's certification of Contractor's accepted proof of completed improvements | $2,971,865.00 | $2,971,865.00 |
| Shared costs for Programs at Gateway Centers | Monthly upon submission of invoice certifying compliance with this Agreement | $145,312.50 per month for 8 months | $1,162,500.00 |
| Facility: Gateway West | | | |
| Gateway West operations | Monthly upon accepted submission of invoice certifying compliance with this Agreement | $762,875.38 per month for 8 months | $6,103,003.00 |

| Program/Facility | Invoicing Requirement | Payment Amount | Total State Funds |
|---|---|---|---|
| Gateway West facility improvements | One payment upon Department's certification of Contractor's proof of completed improvements | $400,000.00 | $400,000.00 |

III. Performance Measures:

1. For each Funded Program listed above, and on a weekly basis, the Contractor shall provide the following de-identified data:
   a. Number of residents and basic demographic data
   b. Geographic origin of residents
   c. Length of stay
2. Outcomes (for example, exit to permanent supportive housing)
3. Number and type of critical incidents (for example, overdoses, calls for service)
4. Number and type of 311 calls received related to each Facility
5. Any health concerns affecting each Facility, such as bedbug outbreaks or communicable diseases

IV. Activities:

1. The Contractor shall provide 24-hour security at each Facility. The Contractor may use third-party service providers, for whom the Contractor will be solely liable.
2. The Contractor shall provide street trash pick-up once daily in the vicinity of Gateway @ Gibson and the Young Adult Housing and Treatment Navigation Center, and three times per week at the Gateway West, in areas to be agreed upon by the Contractor and the Department.
3. The Contractor shall make necessary physical alterations to the Facilities specified as "facility improvements."
   a. The Contractor shall submit requests for reimbursement of Facility improvement costs in the monthly Request for Payment form, together with documentation to substantiate the expenditures.
4. The Contractor shall complete all Facility improvements using funding from this Agreement no later than April 1, 2026. The Contractor may request an extension from the Department, which may not extend later than May 31, 2026.
5. The Contractor shall operate each Facility for the Funded Programs set forth on Exhibit B.
   a. The Contractor shall engage one coordinating contractor to manage all service providers for the Funded Programs at the Gateway @ Gibson and Gateway West.
   b. The Contractor may use one or more service providers, reporting to the coordinating contractor, to operate the Funded Programs.
   c. The Contractor shall be solely liable for the coordinating contractor and service providers.
6. The Contractor shall deliver copies of operational plans for all Funded Programs.

7. The Contractor shall meet bi-weekly with a designated contact person representing the Department, to discuss progress and challenges related to the Funded Programs. The Contractor shall implement any recommendations for service or facility improvement that are consistent with the operational plans for the Funded Programs, subject to budgetary constraints.
8. The Contractor shall designate a single point of contact and communication line that shall receive constituent and other concerns from the Department, and shall report back on the resolution of such concerns within two business days.
9. The Contractor shall grant access to the Facilities and data from all Funded Programs for purposes of any survey or evaluation that the Department conducts or commissions.
10. The Contractor shall establish an automatic eligibility screening policy for Medicaid and SSDI, and enroll all eligible clients.
11. The Contractor shall develop a funding plan for FY27 operations for each Facility and Funded Program, which shall not include state general funds (including, without limitation, GRO Funds or similar set-asides of state general funds).
12. The Contractor shall cause all Funded Programs to enter participants/residents/clients into the Unite Us closed loop referral system or a similar system.
13. If the Young Adult Housing and Treatment Navigation Center is not fully operational by February 1, 2026, the parties shall decrease the amount of compensation related to that Facility to reflect the actual date on which the Facility becomes operational.
14. The Contractor shall certify that all funds distributed to the Funded Programs and Facilities are used for purposes in alignment with the appropriation language set forth above.
15. The Contractor shall designate a representative to a group of Department funding recipients who shall meet periodically to discuss progress and challenges, who may be a representative of a subcontractor or service provider for the Funded Programs.
16. The Contractor and any subcontractor or service provider for the Funded Programs and Facilities shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the projects, no less than 48 hours prior to issuance
17. The Contractor and any subcontractor or service provider for the Funded Programs and Facilities shall recognize the State of New Mexico's funding contributions using language mutually agreeable to the Parties.
18. The Contractor shall grant access to and data from the Funded Programs and Facilities for purposes of any survey or evaluation that the Department conducts or commissions.
19. The Contractor recognizes that the Department is assembling data, photographs, and narratives regarding each Funded Program and Facility, and Contractor shall deliver such materials regarding each project to the Department upon request.
20. The Contractor and any subcontractor or service provider for any Funded Program or Facility shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the program, no less than 48 hours prior to issuance.
21. The Contractor is solely responsible for compliance with all applicable federal, state, and local laws, including but not limited to procurement rules, the Anti-Donation Clause of the New Mexico Constitution, and the Affordable Housing Act and Rules (if applicable).

V. Deliverables (including deadlines):

| Deadline | Deliverable |
|---|---|
| Weekly on Tuesdays beginning two weeks after Effective Date | Submit required data as set forth above, with a weekly (Sunday to Saturday) reporting period |
| Two weeks after Effective Date | Submit map of trash pick-up area for each Facility, to be approved in writing by the Department |
| Two weeks after Effective Date | Deliver operational plans for all Funded Programs |
| Monthly, no later than 10 days after the end of each calendar month | Submit Request for Payment for Funded Programs, in the form attached as Exhibit C |
| December 15, 2025 | Submit draft written plan for securing operational funding |
| December 31, 2025 | Submit final written plan for securing operational funding |
| April 1, 2026 | Provide written certification that all facility improvements are complete |
| June 10, 2026 | Final invoice and Final Report in the form attached as Exhibit D |

**The total amount payable to the Contractor under this Agreement shall not exceed Sixteen Million Eight Hundred Thirty- Nine Thousand Six Hundred Four Dollars and No Cents ($16,839,604.00) including expenses and applicable gross receipts tax.**

Reimbursable expenses, if any, shall be limited to the below listed items, and reimbursed at actual cost: None.

## Exhibit B

## Description of Funded Programs

| Program/Facility | Description |
|---|---|
| Facility: Young Adult Housing and Treatment Navigation Center | |
| Young Adult Housing and Treatment Navigation Center operations | The Young Adult Housing and Treatment Navigation Center will provide 41 beds specifically for unsheltered, vulnerable transition-aged youth. This shelter will offer critical overnight housing, safety, case management, and supportive services tailored to meet the unique needs of young adults experiencing homelessness. |
| Facility: Gateway @ Gibson | |
| Men's Housing and Treatment Navigation Center operations | The Men's Housing and Treatment Navigation Center at the Gateway Center provides 42 beds for short-term shelter and intensive support to 42 men at a time experiencing homelessness who are ready to transition into permanent housing. Participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting. This program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing. |
| Expanded Men's Housing and Treatment Navigation Center operations | The Men's Housing and Treatment Navigation Center at the Gateway Center provides short-term shelter and intensive support to an additional 50 men experiencing homelessness who are ready to transition into permanent housing. Participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting. This program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing. |
| Expanded Women's Housing and Treatment Navigation Center operations | The Women's Housing Navigation and Treatment Program at the Gateway Center offers safe, short-term shelter paired with individualized support to help an additional 50 women experiencing homelessness who are ready to transition into permanent housing. Participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting. This program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing. |

| Program/Facility | Description |
|---|---|
| First Responder Receiving Area operations | The 24/7 First Responder Receiving Area is designed to allow first responders to safely drop off individuals needing immediate care, and can accommodate short-term stays for up to 20 clients nightly. This area will provide rapid stabilization, safety, and connection to ongoing supportive services, reducing strain on emergency resources. |
| Medical respite facility improvements | This funding is needed for partial roof replacement for sections of the roof that are beyond end of life. |
| Shared costs for Housing and Treatment Navigation Programs at Gateway Center | This funding will go towards costs that benefit multiple programs, including but not limited to the oversight contractor required under Section IV(5)(a) of this Exhibit A. |
| Facility: Gateway West | |
| Gateway West operations | Gateway West serves over 660 people nightly. This program is a critical piece of our city's emergency response infrastructure and a vital resource for connecting people to housing, healthcare, and stability. |
| Gateway West facility improvements | The funding request of $400,000 will be used to complete the final dorms at Gateway West. These updates will include the installation of new flooring, showers, restrooms, and lighting, as well as the addition of security cameras for enhanced safety. These improvements will help ensure the facility meets the needs of its residents and complies with modern standards of safety and accessibility. |

**Exhibit C**

**HB2 and GRO Appropriation**
**Request for Payment Form**

| I. Contractor Information (Make sure information is complete & accurate) | | II. Payment Computation | |
|---|---|---|---|
| A. Contractor: | | A. Payment Request No. | |
| B. Address: | | B. Grant Amount: | |
| C. Contact Name and Phone: | | C. AIPP Amount | N/A |
| D. Grant No. | | D. Funds Requested to Date | |
| E. Project Title: | | E. Amount Requested in This Payment | |
| F. Grant Expiration Date: | | F. Reversion Amount | N/A |
| | | G. Grant Balance | |
| | | H. ☒ GF ☐ GOB ☐ STB | |
| | | I. ☐ Final Request for Funding | |

III. Fiscal Year: 2026 (July 1, 2025 – June 30, 2026)

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief: the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; that the Contractor has complied with the Intergovernmental Agreement in all respects since the date of the last Request for Payment; and that the grant activity is in full compliance with Article IX. Sec 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____ _____
Contractor Fiscal Officer or Fiscal Agent (if applicable) — Contractor Representative

_____ _____
Printed Name — Printed Name

Date: _____ Date: _____

(State Agency Use Only)
Vendor Code: _____ Fund No.: _____ Loc. No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

**Agreement No. 26-631-1111-00004**

**Exhibit D**
**STATE OF NEW MEXICO**
**HB2 Housing Final Report Form**

**Appropriation Recipient:**

**Appropriation Number:**

| Use of Appropriation Funds | Amount |
|---|---|
| Capital Expenses | |
| Other | |
| | |
| | |
| Total Amount of Appropriation Funds Expended | |

**Narrative**
*Describe the outcomes, results, benefit and/or uses of the appropriation funds.*

**STATE OF NEW MEXICO**
**INTERGOVERNMENTAL AGREEMENT**
**AGREEMENT No. 26-631-1111-00007**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is effective on the date executed by the Department of Workforce Solutions ("**Effective Date**") and is made and entered into by and between the State of New Mexico, Department of Workforce Solutions ("**Department**") and the City of Albuquerque ("**Contractor**") (individually "**Party**" and collectively "**Parties**").

**WITNESSETH**

**WHEREAS,** the Department is an agency of the State of New Mexico, created under § 9-26-1 et seq., NMSA 1978; and

**WHEREAS,** Contractor is a public body politic and corporate, separate and apart from the State, created under § 3-1-5 (G), NMSA 1978, § 13-1-67 NMSA 1978 and §13-18-1 NMSA 1978; and

**WHEREAS**, Contractor holds the technical expertise and capacity to perform services necessary to administer an appropriation assigned to the Department; and

**WHEREAS**, Department is retaining the Contractor to provide its skill and expertise in housing;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms:

1. **Scope of Work.**

The Contractor shall perform the Scope of Work attached as "**Exhibit A.**" The Parties agree that the Department, in accordance with the total annual budget stated herein, and after consultation and acceptance by the Contractor, requires the Contractor to fund specific activities and/or programs identified in Exhibit A at levels deemed appropriate by the Department. The Parties agree that **Exhibit A** may be updated and amended from time to time to incorporate any exercise of the Department's discretion identified above without the need for formal amendment of this Agreement.

2. **Compensation.**

a. Department shall fund the purchase of a facility that the Contractor shall use for low-income housing. Department shall pay Contractor the specific costs tied to services satisfactorily completed pursuant to **Exhibit A**. The total budget amount payable under this Agreement shall not exceed Five Million Dollars and No Cents ($5,000,000.00). This amount is a maximum and not a guarantee that work assigned to be performed under this Agreement shall be compensated the full amount available as stated herein.

b. The Parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is

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

c. Payment beyond Fiscal Year 2026 is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Exhibit A, Scope of Work. All invoices not received by Department within fifteen (15) days preceding the end of the state fiscal year in which the services were delivered. Invoices received after such date **SHALL NOT BE PAID**.

d. Contractor shall submit a detailed statement accounting for all services performed and expenses incurred. If the Department finds that the Contractor's services are unacceptable or contractor's statements accounting for services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, the Department shall provide the Contractor a letter of exception explaining the defect or objection regarding any statement or provided service that outlines corrective measures or steps the Contractor shall undertake to resolve the defect or objection. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

This Agreement shall be effective upon complete execution of the Parties and continue, unless otherwise terminated hereunder, through June 30, 2026, with the option to extend this Agreement for three (3) additional one-year terms, as determined by Department and subject to the mutual agreement of the Parties. Pursuant to NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150. Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Department.

4. **Termination.**

a. Grounds. The Department may terminate this Agreement for convenience or cause.

b. Contractor may terminate this Agreement based upon the Department's uncured, material breach of this Agreement or with ninety (90) days' written notice to the Department

c. Notice to Agency Regarding Opportunity to Cure.

i. Except as otherwise provided in Paragraph (4)(c)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

iii. In all other instances, Contractor shall give Department written notice of termination at least ninety (90) days prior to the intended date of termination.

iv. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor(i) if Contractor becomes unable to perform the services contracted for, as determined by Department; or (ii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Agreement.

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

e. Termination Management. Immediately upon receipt by either of the Parties of notice of termination of this Agreement, Contractor shall:

i. not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without the written approval of Department;

ii. comply with all directives issued by Department in the notice of termination as to the performance of work under this Agreement; and

iii. take such action as Department shall direct to protect, preserve, retain, or transfer all property titled to Department and records generated due to this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become the property of Department upon termination and shall be submitted to the Department as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If the Legislature does not make sufficient appropriations or authorization, this Agreement shall terminate immediately upon written notice being given by Department. Contractor shall accept Department's decision as to whether sufficient appropriation is available or authorization is granted and shall be final. If Department proposes an amendment to the Agreement to reduce funding unilaterally, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

6. **Assignment.**

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

7. **Subcontracting.**

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Department's prior written approval. No such subcontract shall relieve Contractor from its obligations or liabilities under this Agreement, nor shall any subcontract obligate direct payment from Department. Contractor shall ensure that all subcontracts are awarded and issued in accordance with applicable procurement laws, regulations, policies, and this Agreement.

8. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. **Confidentiality.**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of Department, except as required by Contractor's Requests to Inspect Documents Policy or pursuant to NMSA 1978, Chapter 14, Article 2, Inspection of Public Records Act.

10. **Product of Service - Copyright.**

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

11. **Conflict of Interest; Governmental Conduct Act.**

a. Contractor represents and warrants that presently it has no interest and, during the term of this Agreement, shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance or services required under the Agreement.

b. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, shall continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing,

c. Contractor specifically represents and warrants that:

   i. pursuant to NMSA 1978, § 10-16-4.3, Contractor does not employ, has not employed, and shall not employ during the term of this Agreement any Department employee while such employee was or is employed by Department and participating directly or indirectly in Department's contracting process;

   ii. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) Contractor is not a public officer or employee of the State; (ii) Contractor is not a member of the family of a public officer or employee of the State; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A).

   iii. in accordance with NMSA 1978, § 10-16-8(A), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

   iv. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) Contractor is not a legislator; (ii) Contractor is not a member of a legislator's family; (iii) Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

   v. in accordance with NMSA 1978, § 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications, or evaluation

criteria for this Agreement or any procurement related to this Agreement; and

vi. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Department.

d. Contractor's representations and warranties in Paragraphs A and B of this Article 11 are material representations of fact upon which Department has relied as the Parties enter into this Agreement. Contractor shall provide immediate written notice to Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraph A or B of this Article 11 was erroneous as of the effective date of this Agreement or had become erroneous by reason of new or changed circumstances, in addition to other remedies available to Department and notwithstanding anything in the Agreement to the contrary, Department may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in Article 11(B).

12. Required Federal Provisions.

To the extent any funding provided to Contractor is received from the Federal Government, contractor agrees to comply with the following requirements:

a. Lobbying. Contractor shall not use funds from this agreement to conduct lobbying activities or hire lobbyists at any government level, as defined by the Lobbyist Regulation Act, NMSA 1978, § 2-11-1, et. seq., and applicable federal law. No federally appropriated funds shall be paid to influence any officer or employee of any department or member of Congress concerning federal agreements, grants, loans, or cooperative agreements. If any funds other than federal appropriated funds are used to influence any officer or employee in relation to applicable federal agreements, the Contractor shall submit Standard Form LLL, "Disclosure Form to Report Lobbying," as instructed.

b. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it nor any of its management, employees, or independent contractors who will be involved in the services or products supplied under this agreement have been excluded from participation in any government healthcare program, debarred from, or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7. Furthermore, each party represents that it, its employees, and independent contractors are not otherwise ineligible for participation in federal or federally funded healthcare or education programs. Additionally, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party

immediately upon becoming aware of any pending or final action regarding any such issue or concern.

c. Fiscal and Administrative Standards. Contractor shall adhere to all local, state and federal regulations as applicable to their operations. Contractors shall adhere to the following fiscal and administrative standards in accordance with:

   i. Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) [Federal Awards Only];

   ii. State of New Mexico Manual of Model Accounting Practices (MAPs);

   iii. The State of New Mexico State Auditor, State Audit Rule;

   iv. Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information [Federal Awards Only];

   v. U.S. General Accounting Office, Government Auditing Standards;

d. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

e. Grantor and Contractor Information. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

   i. CFDA Number – N/A
   Program Title – N/A
   AGENCY/OFFICE – N/A
   GRANT NUMBER – N/A
   CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) - N/A

f. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).

g. This agreement and employees working on this agreement shall be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

h. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

i. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

j. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of $150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water.

k. Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

l. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding $100,000 shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

m. For agreements that involve the expenditure of federal funds, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Amendment.**

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

14. **Merger.**

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

15. **Penalties for Violation of Law.**

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any lawsuits arising under or out of any term of this Agreement.

18. **Workers' Compensation.**

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

19. **Records and Financial Audit.**

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

20. **Invalid Term or Condition.**

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

21. **Enforcement of Agreement.**

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

22. **Notices.**

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

To Department:

Sarita Nair, Cabinet Secretary
Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102
Sarita.Nair@dws.nm.gov

With copy to General Counsel, Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102

To Contractor:

Samantha Sengel, CAO
City of Albuquerque
1 Civic Plaza, Albuquerque, New Mexico 87102
Ssengel@cabq.gov

23. **Authority.**

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

**[SIGNATURE PAGE AND EXHIBITS FOLLOW]**

**Agreement No. 26-631-1111-00007**

**IN WITNESS WHEREOF,** the Department and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Department Secretary or Designee.

**Contractor – City of Albuquerque**

Signed by:
BC2424C0988741A...
Samantha Sengel, Chief Administrative Officer

Date: 8/28/2025 | 6:03 PM MDT

DocuSigned by:
Gilbert Ramirez
F9705DFAA0D2484...
Gilbert Ramirez, Director
Department of Health, Housing and Homelessness

Date: 8/28/2025 | 6:01 PM MDT

Signed by:
Kathleen Oney
201D07488BFB4B1...
Kathleen Oney, Chief Procurement Officer

Date: 8/28/2025 | 5:44 PM MDT

**Approved as to legal form and sufficiency.**

DocuSigned by:
Lauren Keefe
1A21D96D32C74EE...
Lauren Keefe, Legal Counsel

Date: 8/28/2025 | 5:29 PM MDT

**Department - Department of Workforce Solutions**

DocuSigned by:
BE078EDDCD07473...
Sarita Nair, Cabinet Secretary

Date: 8/29/2025 | 8:59 AM MDT

Signed by:
Maria Garcia-Cunningham
2A77E9E15E9C476...
Maria Garcia-Cunningham, Acting CFO

Date: 8/29/2025 | 8:03 AM MDT

**Approved as to legal form and sufficiency.**

DocuSigned by:
Gregory Lauer
5AB76685AFBB402...
Gregory Lauer, General Counsel

Date: 8/29/2025 | 7:59 AM MDT

## Exhibit A – Scope of Work
## CITY OF ALBUQUERQUE

I. Purpose:

HB2 (2025) appropriated state general fund money, "To support housing, affordable housing, transitional housing and the expansion of housing services providers that facilitate behavioral health services and substance abuse recovery, homelessness assistance and prevention for persons with behavioral health needs."

The purpose of this Agreement is to provide funds to assist with the purchase of the Juniper Flats (formerly known as Wyndham by Ramada), located at 25 Hotel Circle NE, Albuquerque, NM 87123 (the "**Facility**").

II. Payment Structure

The payments under this Agreement shall be as follows:

1. $5,000,000.00 for the purchase of the Facility, to be transferred after the Contractor has delivered a fully executed purchase agreement for the Facility and a request for payment in the form attached as Exhibit B.

III. Performance Measures:

1. After the Facility is operational, the Contractor shall provide the following de-identified data, on a monthly basis:

    a. Number of occupied units and percentage of total units occupied
    b. Number of residents
    c. Number of residents who were relocated from a homeless shelter, and the name(s) of the shelter(s) from which relocation occurred
    d. Number of residents who are senior citizens

IV. Activities:

1. The Contractor shall provide, and the Department consents to, on-site property management services through a third-party professional property management company, to oversee the facility and its day-to-day operation, including but not limited to its: marketing, leasing, budgeting, maintenance, and resident relations. The Contractor shall provide the name of the property management company as part of its first quarterly report.

2. The Contractor shall provide 24-hour security at the Facility, commencing when the Contractor takes possession of the Facility. To meet this obligation, the Contractor may

use fencing, video cameras, and/or third-party service providers, for whom Contractor will be solely liable.

3. The Contractor shall provide street trash pick-up daily in the vicinity of the Facility, commencing when the Contractor takes possession of the Facility, in an area to be agreed upon by the Contractor and the Department.
4. The Contractor shall operate the Facility as affordable housing.
5. The Contractor shall designate a single point of contact and communication line for receiving constituent and other concerns from the Department regarding the Facility and shall report back on the resolution of such concerns within two business days.
6. The Contractor shall grant access to and data from the Facility for purposes of any survey or evaluation that the Department conducts or commissions.
7. The Contractor shall ensure the coordination of micro-transit (such as the City's Sun Van service) to transport Facility residents/clients to employment, medical appointments, and similar destinations.
8. The Contractor shall continue to operate the Facility or cause the Facility to be operated as low-income housing for 30 years, notwithstanding the expiration or termination of this Agreement.
9. The Contractor shall certify that all funds distributed to the Facility are used for purposes in alignment with the appropriation language set forth above.
10. The Contractor shall designate a representative to a group of Department funding recipients who shall meet periodically to discuss progress and challenges, who may be a representative of a subcontractor or service provider for the Facility.
11. The Contractor and any subcontractor or service provider for the Facility shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the projects, no less than 48 hours prior to issuance
12. The Contractor and any subcontractor or service provider for the Facility shall recognize the State of New Mexico's funding contributions using language mutually agreeable to the Parties.
13. The Contractor shall grant access to and data from the Facility for purposes of any survey or evaluation that the Department conducts or commissions.
14. The Contractor recognizes that the Department is assembling data, photographs, and narratives regarding each Facility, and Contractor shall deliver such materials regarding each project to the Department upon request.
15. The Contractor and any subcontractor or service provider for the Facility shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the program, no less than 48 hours prior to issuance.
16. The Contractor is solely responsible for compliance with all applicable federal, state, and local laws, including but not limited to procurement rules, the Anti-Donation Clause of the New Mexico Constitution, and the Affordable Housing Act and Rules (if applicable).

V. Deliverables (including deadlines):

| Deadline | Deliverable |
|---|---|
| Within 10 days of execution of a purchase agreement for the Facility | Submit fully executed purchase agreement with Request for Payment, in the form attached as Exhibit B<br><br>Submit map of trash pick-up area for each Facility, to be approved in writing by the Department |
| Within two weeks after the Facility purchase is complete | Submit copy of warranty deed for the Facility |
| Quarterly, no later than 10 days after the end of the preceding quarter, beginning after the Facility purchase is complete | Submit required data as set forth above, with a calendar month reporting period |
| May 31, 2026 | Submit Final Report Form, in the form attached as Exhibit C. |

**The total amount payable to the Contractor under this Agreement shall not exceed Five Million Dollars and No Cents ($5,000,000.00) including expenses and applicable gross receipts tax.**

Reimbursable expenses, if any, shall be limited to the below listed items, and reimbursed at actual cost: None

**Agreement No. 26-631-1111-00007**

**Exhibit B**

**HB2 Appropriation**
**Request for Payment Form**

| I. Contractor Information (Make sure information is complete & accurate) | | II. Payment Computation | |
|---|---|---|---|
| A. Contractor: | | A. Payment Request No. | |
| B. Address: | | B. Grant Amount: | |
| C. Contact Name and Phone: | | C. AIPP Amount | N/A |
| D. Grant No. | | D. Funds Requested to Date | |
| E. Project Title: | | E. Amount Requested in This Payment | |
| F. Grant Expiration Date: | | F. Reversion Amount | N/A |
| | | G. Grant Balance | |
| | | H. ☒ GF ☐ GOB ☐ STB | |
| | | I. ☐ Final Request for Funding | |

III. Fiscal Year: 2026 (July 1, 2025 – June 30, 2026)

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief: the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; that the Contractor has complied with the Intergovernmental Agreement in all respects since the date of the last Request for Payment; and that the grant activity is in full compliance with Article IX. Sec 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____
Contractor Fiscal Officer
or Fiscal Agent (if applicable)

_____
Contractor Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc. No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

**Agreement No. 26-631-1111-00007**

**Exhibit C**
**STATE OF NEW MEXICO**
**HB2 Housing Final Report Form**

**Appropriation Recipient:**

**Appropriation Number:**

| Use of Appropriation Funds | Amount |
|---|---|
| Capital Expenses | |
| Other | |
| | |
| | |
| Total Amount of Appropriation Funds Expended | |

**Narrative**
*Describe the outcomes, results, benefit and/or uses of the appropriation funds.*

R-2025-059

# CITY OF ALBUQUERQUE
## CITY COUNCIL

**INTEROFFICE MEMORANDUM**

**TO:** Timothy M. Keller, Mayor

**FROM:** Isaac Padilla, Director of Council Services TMM/for IEP

**SUBJECT:** Transmittal of Legislation

---

**Transmitted herewith is Bill No. R-25-188 Authorizing The Acceptance Of Funds From The State Of New Mexico And Appropriating Funding For Specific Homeless Services Programs And Facility Improvements And To A Specific Affordable Housing Project (Rogers, Fiebelkorn, Peña, Grout, by request), which was passed at the Council meeting of September 15, 2025, by a vote of 8 FOR AND 0 AGAINST.**

**For: Baca, Bassan, Champine, Fiebelkorn, Grout, Lewis, Peña, Rogers**
**Excused: Sanchez**

**In accordance with the provisions of the City Charter, your action is respectfully requested.**

iep:je
Attachment

# CITY of ALBUQUERQUE
## TWENTY SIXTH COUNCIL

COUNCIL BILL NO. R-25-188 ENACTMENT NO. R-2025-059

SPONSORED BY: Nichole Rogers, Tammy Fiebelkorn, Klarissa J. Peña, Renée Grout, by request

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[~~Bracketed/Strikethrough Material~~] - Deletion

RESOLUTION

AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE STATE OF NEW MEXICO AND APPROPRIATING FUNDING FOR SPECIFIC HOMELESS SERVICES PROGRAMS AND FACILITY IMPROVEMENTS AND TO A SPECIFIC AFFORDABLE HOUSING PROJECT.

WHEREAS, following the 2025 Legislative Session, the Governor of the State of New Mexico signed into law HB2, which, in part, appropriated $110,000,000 to "support housing, affordable housing, transitional housing and the expansion of housing services providers that facilitate behavioral health services and substance abuse recovery, homelessness assistance and prevention for persons with behavioral health needs;" and

WHEREAS, in 2024, the Governor signed into law HB2 (2024), which, in part, appropriated state GRO Fund money "for Statewide Homeless Initiatives;" and

WHEREAS, the City has been in communication with the State of New Mexico Department of Workforce Solution regarding an agreement for use of a portion of these funds; and

WHEREAS, the Young Adult Housing and Treatment Navigation Center will provide 41 beds specifically for unsheltered, vulnerable transition-aged youth, and will offer critical overnight housing, safety, case management, and supportive services tailored to meet the unique needs of young adults experiencing homelessness; and

WHEREAS, the Men's Housing and Treatment Navigation Center at the Gateway Center provides 42 beds for short-term shelter and intensive support to 42 men at a time experiencing homelessness who are ready to transition

into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing; and

WHEREAS, the Expanded Men's Housing and Treatment Navigation Center at the Gateway Center provides short-term shelter and intensive support to an additional 50 men experiencing homelessness who are ready to transition into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing; and

WHEREAS, the Expanded Women's Housing Navigation and Treatment Program at the Gateway Center offers safe, short-term shelter paired with individualized support to help an additional 50 women experiencing homelessness who are ready to transition into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing; and

WHEREAS, the First Responder Receiving Area is designed to allow first responders to safely drop off individuals needing immediate care, and can accommodate short-term stays for up to 20 clients nightly, and will provide rapid stabilization, safety, and connection to ongoing supportive services, reducing strain on emergency resources; and

WHEREAS, the Medical Respite Facility is in need of partial roof replacement for sections of the roof that are beyond end of life; and

WHEREAS, Housing and Treatment Navigation Programs at Gateway Center have shared costs that benefit multiple programs; and

WHEREAS, Gateway West, serving up to 721 people nightly, is a critical piece of our City's emergency response infrastructure and a vital resource for connecting people to housing, healthcare, and stability; and

[Bracketed/Underscored Material] - New
[~~Bracketed/Strikethrough Material~~] - Deletion

WHEREAS, final dorms at Gateway West require updates including the installation of new flooring, showers, restrooms, and lighting, as well as the addition of security cameras for enhanced safety; these improvements will help ensure the facility meets the needs of its residents and complies with modern standards of safety and accessibility; and

WHEREAS, on May 19, 2025, City Council approved EC-25-393 Recommendation of Award for medical sheltering and social support services, which requested authorization to establish agreements with Community Bridges Inc. for Gateway Men's Housing Navigation services and First Responder Receiving Area services, as well as authorization to establish an agreement with Horizons Services, Inc. for Medical Sobering services; and

WHEREAS, EC-25-426 Request Approval to Add Funds to the Professional Service Agreement (CCN# 2025PT00000832.1) with Chicanos Por La Causa to Operate Gateway Women's Housing Navigation Expansion is pending Council approval; and

WHEREAS, EC-25-427 Request Approval to Add Funds to a Professional Services Agreement with Community Bridges to Operate Gateway Men's Housing Navigation Expansion is pending Council approval; and

WHEREAS, EC-25-428 Request Authorization to Establish a Professional Service Agreement with Youth Development Incorporated (YDI) to Provide Young Adult Sheltering, Case Management, and Housing Navigation Services is pending Council approval; and

WHEREAS, the Albuquerque Region Housing Needs Assessment (Root Policy Research, 2024) found that between 2010 and 2022, the proportion of residents aged 65 and older increased from 12% to 17% in Albuquerque, and that Albuquerque's increasing proportion of older adults means more small households that need smaller units or multi-family units with nearby services; and

WHEREAS, the 2024 assessment also found that over half (52%) of all renters are cost burdened because they pay more than 30% of their income on housing, and significant subsidies are needed to make housing affordable; and

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WHEREAS, a 2025 Pew Charitable Trust study found that median monthly rent in New Mexico increased 58% from March 2017 to March 2024; and

WHEREAS, the Pew study also concluded that New Mexico is facing a housing shortage and that new data confirms that more housing supply results in lower housing costs; and

WHEREAS, Juniper Flats, formerly the Ramada Inn located at 25 Hotel Circle NE, is currently undergoing conversion into apartments, involving a complete interior and exterior overhaul as well as environmental remediation, and upon completion will provide 204 permanent affordable apartments for unhoused seniors earning below 60% the Area Median Income (AMI) as determined by HUD; and

WHEREAS, Juniper Flats will be used exclusively to house low-income seniors; and

WHEREAS, completion of construction on Juniper Flats is anticipated in September 2025 the operational date is anticipated to be in October 2025; and

WHEREAS, the City desires to acquire Juniper Flats; and

WHEREAS, the $5 million in state funding will leverage up to $22 million in bond funds depending on the amount of capital write down.

BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF ALBUQUERQUE:

SECTION 1. Council hereby approves and authorizes the appropriation of $21,839,604 from the State of New Mexico, General Appropriation Act of 2024 and 2025 and $45,000 for indirect costs from the Transfer to Operating Grants Fund Program in the General Fund, to the Health, Housing, and Homelessness Department in the Operating Grants Fund 265 for Fiscal Year 2026.

SECTION 2. These funds shall be used for specific homeless services programs, facility improvements, and the purchase of Juniper Flats affordable housing project, as specified in the attached agreements between the City of Albuquerque and the State of New Mexico Department of Workforce Solutions.

SECTION 3. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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PASSED AND ADOPTED THIS 15th DAY OF September, 2025
BY A VOTE OF: 8 FOR 0 AGAINST.

For: Baca, Bassan, Champine, Fiebelkorn, Grout, Lewis, Peña, Rogers
Excused: Sanchez

Brook Bassan, President
City Council

APPROVED THIS 17 DAY OF September, 2025

Bill No. R-25-188

Timothy M. Keller, Mayor
City of Albuquerque

ATTEST:

Ethan Watson, City Clerk

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# CITY OF ALBUQUERQUE

## Albuquerque, New Mexico

## Office of the Mayor

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM** August 25, 2025

**TO:** Brook Bassan, President, City Council

**FROM:** Timothy M. Keller, Mayor

**SUBJECT:** AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE STATE OF NEW MEXICO AND APPROPRIATING FUNDING FOR SPECIFIC HOMELESS SERVICES PROGRAMS AND FACILITY IMPROVEMENTS AND TO A SPECIFIC AFFORDABLE HOUSING PROJECT

The City has made deep and ongoing investments to transform our homelessness response system and has developed a comprehensive system of care through its Gateway System, which integrates street outreach, shelter, housing navigation, behavioral health and substance use treatment, transitional housing and permanent affordable housing. This continuum of care reflects an understanding that homelessness and housing insecurity are complex challenges that require cross-cutting, wraparound solutions.

This resolution proposes to authorize acceptance of $21,839,604 from the State of New Mexico and appropriation of the funds to specific homeless services programs, facility improvements, and the purchase of Juniper Flats. The funding is from the State of New Mexico General Appropriation Act Of 2025 to "support housing, affordable housing, transitional housing and the expansion of housing services providers that facilitate behavioral health services and substance abuse recovery, homelessness assistance and prevention for persons with behavioral health needs," and the State of New Mexico General Appropriation Act of 2024 for "Statewide Homeless Initiatives."

Working with the Department of Workforce Solutions, the City has identified the following programs and facility improvements as appropriate recipients of this funding:

**Young Adult Housing &Treatment Navigation Center Operations**

The Young Adult Housing and Treatment Navigation Center will provide 41 beds specifically for unsheltered, vulnerable transition-aged youth, and will offer critical overnight housing, safety, case management, and supportive services tailored to meet the unique needs of young adults experiencing homelessness.

**Men's Housing and Treatment Navigation Center Operations**

The Men's Housing and Treatment Navigation Center at the Gateway Center provides 42 beds for short-term shelter and intensive support to 42 men at a time experiencing homelessness who are ready to transition into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing.

**Expanded Men's Housing and Treatment Navigation Center Operations**

The Expanded Men's Housing and Treatment Navigation Center at the Gateway Center provides short-term shelter and intensive support to an additional 50 men experiencing homelessness who are ready to transition into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing.

**Expanded Women's Housing and Treatment Navigation Center Operations**

The Expanded Women's Housing Navigation and Treatment Program at the Gateway Center offers safe, short-term shelter paired with individualized support to help an additional 50 women experiencing homelessness who are ready to transition into permanent housing, in which participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting, and is a program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing.

**First Responder Receiving Area Operations**

The First Responder Receiving Area is designed to allow first responders to safely drop off individuals needing immediate care, and can accommodate short-term stays for up to 20 clients nightly, and will provide rapid stabilization, safety, and connection to ongoing supportive services, reducing strain on emergency resources.

**Medical respite facility Improvements**

The Medical Respite Facility is in need of partial roof replacement for sections of the

roof that are beyond end of life.

**Shared costs for Programs at Gateway Centers**

Housing and Treatment Navigation Programs at Gateway Center have shared costs that benefit multiple programs.

**Gateway West Operations**

Gateway West, serving up to 721 people nightly, is a critical piece of our city's emergency response infrastructure and a vital resource for connecting people to housing, healthcare, and stability.

**Gateway West Facility Improvements**

Final dorms at Gateway West require updates including the installation of new flooring, showers, restrooms, and lighting, as well as the addition of security cameras for enhanced safety; these improvements will help ensure the facility meets the needs of its residents and complies with modern standards of safety and accessibility.

**Juniper Flats**

Juniper Flats, formerly the Ramada Inn located at 25 Hotel Circle NE, is currently undergoing conversion into apartments, involving a complete interior and exterior overhaul as well as environmental remediation, and upon completion will provide 204 permanent affordable apartments for unhoused seniors earning below 60% the Area Median Income (AMI) as determined by HUD. Completion of construction on Juniper Flats is anticipated in September 2025 the operational date is anticipated to be in October 2025. The $5 million in state funding will leverage up to $22 million in bond funds depending on the amount of capital write down.

AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE STATE OF NEW MEXICO AND APPROPRIATING FUNDING FOR SPECIFIC HOMELESS SERVICES PROGRAMS AND FACILITY IMPROVEMENTS AND TO A SPECIFIC AFFORDABLE HOUSING PROJECT

Approved:

Samantha 8/28/25

Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

8/28/25

Date
City Attorney

Recommended:

8-28-25

Date
Director

## Cover Analysis

1. **What is it?**
   A resolution authorizing acceptance of and appropriating funds from the State of New Mexico Department of Workforce Solutions for Gateway Center and Gateway West operations and capital improvements, and to purchase Juniper Flats.

2. **What will this piece of legislation do?**
   This resolution authorizes acceptance of and appropriates $21,839,604 identified in the State of New Mexico General Appropriation Act Of 2025 and the State of New Mexico General Appropriation Act of 2024 for homeless services programs, including $13,467,739 for operations, $3,371,865 for capital improvements at the Gateway Center and Gateway West, and $5,000,000 to purchase Juniper Flats.

3. **Why is this project needed?**
   To fund contracts for operating the Young Adult Housing and Treatment Navigation Center, the Men's Housing and Treatment Navigation Center, the Women's Housing and Treatment Navigation Center, the 24/7 First Responder Receiving Area, and Gateway West, to fund capital improvements at the Medical Respite Center and at Gateway West, and to purchase Juniper Flats.

4. **How much will it cost and what is the funding source?**
   The total cost is $21,839,604. The funding source is the State of New Mexico. The $5 million in state funding for Juniper Flats will leverage up to $22 million in bond funds depending on the amount of capital write down. The City will provide IDOH match of $45,000 from the transfer of General Fund to the Grants Operating Fund (265).

5. **Is there a revenue source associated with this contract? If so, what level of income is projected?**
   There is no projected income.

6. **What will happen if the project is not approved?**
   Thousands of individuals experiencing homelessness will not have access to the continuum of care services provided by our Gateway system and shelter beds with services attached will sit empty, and the City will not be able to provide 204 permanent affordable apartments for seniors.

7. **Is this service already provided by another entity?**
   No, these coordinated services are not provided by another entity.

## FISCAL IMPACT ANALYSIS

TITLE: AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE STATE OF NEW MEXICO AND APPROPRIATING FUNDING FOR SPECIFIC HOMELESS SERVICES PROGRAMS AND FACILITY IMPROVEMENTS

R: X O:
FUND: 265

DEPT: HHH

[ ] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

[X] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

| | Fiscal Years 2026 | 2027 | 2028 | Total |
|---|---|---|---|---|
| Base Salary/Wages | | | | - |
| Fringe Benefits at | | | | - |
| Subtotal Personnel | - | - | - | - |
| Operating Expenses | 13,467,739 | | | 13,467,739 |
| Property/Capital | 8,371,865 | | - | 8,371,865 |
| Indirect Costs | 45,000 | | - | 45,000 |
| Total Expenses | $ 21,884,604 | $ - | $ - | $ 21,884,604 |
| [ ] Estimated revenues not affected | | | | |
| [ ] Estimated revenue impact | | | | |
| Revenue from program | | | | - |
| Amount of Grant | 21,839,604 | - | - | 21,839,604 |
| City Cash Match | | | | - |
| City Inkind Match | | | | - |
| City IDOH | 45,000 | - | - | 45,000 |
| Total Revenue | $ 21,884,604 | $ - | $ - | $ 21,884,604 |

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

**COMMENTS:** Appropriating funding from State of New Mexico HB 2 in 2024 and 2025 for Young Adult Housing &Treatment Navigation Center Operations, Men's Housing and Treatment Navigation Center Operations, Expanded Men's Housing and Treatment Navigation Center Operations, Expanded Women's Housing and Treatment Navigation Center Operations, First Responder Receiving Area Operations, Medical respite facility Improvements, Shared costs for Programs at Gateway Centers, Gateway West Operations, Gateway West Facility Improvements, and the purchase of Juniper Flats.

**COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:**

PREPARED BY:

FISCAL ANALYST

APPROVED:

DIRECTOR

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER

CITY ECONOMIST

**STATE OF NEW MEXICO**
**INTERGOVERNMENTAL AGREEMENT**
**AGREEMENT No. 26-631-1111-00004**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is effective on the date executed by the Department of Workforce Solutions ("**Effective Date**") and is made and entered into by and between the State of New Mexico, Department of Workforce Solutions ("**Department**") and the City of Albuquerque ("**Contractor**") (individually "**Party**" and collectively "**Parties**").

**WITNESSETH**

**WHEREAS,** the Department is an agency of the State of New Mexico, created under § 9-26-1 et seq., NMSA 1978; and

**WHEREAS,** Contractor is a public body politic and corporate, separate and apart from the State, created under § 3-1-5 (G), NMSA 1978, § 13-1-67 NMSA 1978 and §13-18-1 NMSA 1978; and

**WHEREAS**, Contractor holds the technical expertise and capacity to perform services necessary to administer an appropriation assigned to the Department; and

**WHEREAS**, Department is retaining the Contractor to provide its skill and expertise in housing and homelessness services;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms:

1. **Scope of Work.**

The Contractor shall perform the Scope of Work attached as "**Exhibit A.**" The Parties agree that the Department, in accordance with the total annual budget stated herein, and after consultation and acceptance by the Contractor, requires the Contractor to fund specific activities and/or programs identified in Exhibit A at levels deemed appropriate by the Department. The Parties agree that **Exhibit A** may be updated and amended from time to time to incorporate any exercise of the Department's discretion identified above without the need for formal amendment of this Agreement.

2. **Compensation.**

   a. Department shall fund a portion of Contractor's homeless services programs. Department shall pay Contractor the specific costs tied to services satisfactorily completed pursuant to **Exhibit A**. The total budget amount payable under this Agreement shall not exceed Sixteen Million Eight Hundred Thirty-Nine Thousand Six Hundred Four Dollars and No Cents ($16,839,604.00). This amount is a maximum and not a guarantee that work assigned to be performed under this Agreement shall equal the amount stated herein.

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

c. Payment beyond Fiscal Year 2026 is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Exhibit A, Scope of Work. All invoices not received by Department within fifteen (15) days preceding the end of the state fiscal year in which the services were delivered. Invoices received after such date **SHALL NOT BE PAID**.

d. Contractor shall submit a detailed statement accounting for all services performed and expenses incurred. If the Department finds that the Contractor's services are unacceptable or contractor's statements accounting for services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, the Department shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

This Agreement shall be effective upon complete execution of the Parties and continue, unless otherwise terminated hereunder, through June 30, 2026, with the option to extend this Agreement for three (3) additional one-year terms, as determined by Department and subject to the mutual agreement of the Parties. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150. Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Department.

4. **Termination.**

a. Grounds. The Department may terminate this Agreement for convenience or cause.

b. Contractor may terminate this Agreement based upon the Department uncured, material breach of this Agreement or with ninety (90) days' written notice to the Department

c. Notice to Agency Regarding Opportunity to Cure.

i. Except as otherwise provided in Paragraph (4)(c)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

iii. In all other instances, Contractor shall give Department written notice of termination at least ninety (90) days prior to the intended date of termination.

iv. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor(i) if Contractor becomes unable to perform the services contracted for, as determined by Department; or (ii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Agreement.

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

e. Termination Management. Immediately upon receipt by either of the Parties of notice of termination of this Agreement, Contractor shall:

i. not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without the written approval of Department;

ii. comply with all directives issued by Department in the notice of termination as to the performance of work under this Agreement; and

iii. take such action as Department shall direct for the protection, preservation, retention, or transfer of all property titled to Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become the property of Department upon termination and shall be submitted to the agency as soon as practicable.

5. **Appropriations.**

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

6. **Assignment.**

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

7. **Subcontracting.**

Contractor may subcontract any portion of the services to be performed under this Agreement without the Department's prior written approval. No such subcontract shall relieve Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from Department. Contractor shall ensure that all subcontracts are awarded and issued in accordance with applicable procurement laws, regulations, and policies.

8. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. **Confidentiality.**

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

by Contractor's Requests to Inspect Documents Policy or to NMSA 1978, Chapter 14, Article 2, Inspection of Public Records Act.

10. **Product of Service - Copyright.**

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

11. **Conflict of Interest; Governmental Conduct Act.**

a. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance or services required under the Agreement.

b. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, shall continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing,

c. Contractor specifically represents and warrants that:

i. in accordance with NMSA 1978, § 10-16-4.3, Contractor does not employ, has not employed, and shall not employ during the term of this Agreement any Department employee while such employee was or is employed by Department and participating directly or indirectly in Department's contracting process;

ii. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) Contractor is not a public officer or employee of the State; (ii) Contractor is not a member of the family of a public officer or employee of the State; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A).

iii. in accordance with NMSA 1978, § 10-16-8(A), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not

been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

iv. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) Contractor is not a legislator; (ii) Contractor is not a member of a legislator's family; (iii) Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

v. in accordance with NMSA 1978, § 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications, or evaluation criteria for this Agreement or any procurement related to this Agreement; and

vi. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Department.

d. Contractor's representations and warranties in Paragraphs A and B of this Article 11 are material representations of fact upon which Department has relied as the Parties enter into this Agreement. Contractor shall provide immediate written notice to Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to Department and notwithstanding anything in the Agreement to the contrary, Department may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in Article 11(B).

12. Required Federal Provisions.

To the extent any funding provided to Contractor is received from the Federal Government, contractor agrees to comply with the following requirements:

a. Lobbying. Contractor shall not use funds from this agreement to conduct lobbying activities or hire lobbyists at any government level, as defined by the Lobbyist Regulation Act, NMSA 1978, § 2-11-1, et. seq., and applicable federal law. No

federally appropriated funds shall be paid to influence any officer or employee of any department or member of Congress concerning federal agreements, grants, loans, or cooperative agreements. If any funds other than federal appropriated funds are used to influence any officer or employee in relation to applicable federal agreements, the Contractor shall submit Standard Form LLL, "Disclosure Form to Report Lobbying," as instructed.

b. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it nor any of its management, employees, or independent contractors who will be involved in the services or products supplied under this agreement have been excluded from participation in any government healthcare program, debarred from, or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7. Furthermore, each party represents that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Additionally, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

c. Fiscal and Administrative Standards. Contractor shall adhere to all local, state and federal regulations as applicable to their operations. Contractors shall adhere to the following fiscal and administrative standards in accordance with:

    i. Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) [Federal Awards Only];

    ii. State of New Mexico Manual of Model Accounting Practices (MAPs);

    iii. The State of New Mexico State Auditor, State Audit Rule;

    iv. Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information [Federal Awards Only];

    v. U.S. General Accounting Office, Government Auditing Standards;

d. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

e. Grantor and Contractor Information. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

    i. CFDA Number – N/A
    Program Title – N/A
    AGENCY/OFFICE – N/A

GRANT NUMBER – N/A
CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) - N/A

f. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).

g. This agreement and employees working on this agreement shall be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

h. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

i. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

j. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of $150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water.

k. Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

l. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding $100,000 shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

m. For agreements that involve the expenditure of federal funds, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level

of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Amendment.**

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

14. **Merger.**

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

15. **Penalties for Violation of Law.**

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in

accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any lawsuits arising under or out of any term of this Agreement.

18. **Workers' Compensation.**

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

19. **Records and Financial Audit.**

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

20. **Invalid Term or Condition.**

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

21. **Enforcement of Agreement.**

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

22. **Notices.**

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

To Department:

Sarita Nair, Cabinet Secretary
Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102
Sarita.Nair@dws.nm.gov

With copy to General Counsel, Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102

To Contractor:

Samantha Sengel
Chief Administrative Officer
City of Albuquerque
1 Civic Plaza NW, Albuquerque, NM 87102
SSengel@cabq.gov

23. **Authority.**

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

**[SIGNATURE PAGE AND EXHIBITS FOLLOW]**

**Agreement No. 26-631-1111-00004**

**IN WITNESS WHEREOF,** the Department and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Department Secretary or Designee.

**Contractor – City of Albuquerque**

DocuSigned by:
BG2424C00BB741A...
Samantha Sengel, Chief Administrative Officer
Date: 8/19/2025 | 12:09 PM MDT

DocuSigned by:
F9705DFAA0D2484...
Gilbert Ramirez, Director
Department of Health, Housing and Homelessness
Date: 8/19/2025 | 12:00 PM MDT

Signed by:
201D07488BFB4B1...
Kathleen Oney, Chief Procurement Officer
Date: 8/19/2025 | 10:42 AM MDT

DocuSigned by:
1A21D06D32C74EE...
Lauren Keefe, Legal Counsel
Date: 8/19/2025 | 8:05 AM MDT

**Department - Department of Workforce Solutions**

DocuSigned by:
8F070EDD0D07473...
Sarita Nair, Cabinet Secretary
Date: 8/19/2025 | 1:11 PM MDT

DocuSigned by:
9B0D341F4A5D401...
Jo Ann Chavez, CFO/ASD Deputy Director
Date: 8/19/2025 | 12:18 PM MDT

**Approved as to legal form and sufficiency.**

DocuSigned by:
6AB76685AFBD402...
Gregory Lauer, General Counsel
Date: 8/19/2025 | 12:11 PM MDT

## Exhibit A – Scope of Work
## CITY OF ALBUQUERQUE

I. Purpose:

HB2 (2025) appropriated state general fund money, "To support housing, affordable housing, transitional housing and the expansion of housing services providers that facilitate behavioral health services and substance abuse recovery, homelessness assistance and prevention for persons with behavioral health needs" (the "**2025 State Funds**").

HB2 (2024) appropriated state GRO Fund money, "For Statewide Homeless Initiatives" (the "**2024 GRO Funds**").

The purpose of this Agreement is to fund the following programs serving people experiencing homelessness and transitioning from homelessness (the "**Funded Programs**"):

| **Program/Facility** | **2024 GRO Funds (ZI9D016)** | **2025 State Funds (ZJ5040)** | **Total State Funds** |
|---|---|---|---|
| Facility: Young Adult Housing and Treatment Navigation Center<br>2424 San Mateo Blvd NE, Albuquerque, NM 87110 | | | |
| Young Adult Housing and Treatment Navigation Center operations | 0 | $862,500.00 | $862,500.00 |
| Facility: Gateway @ Gibson<br>5400 Gibson Blvd SE, Albuquerque, NM 87108 | | | |
| Men's Housing and Treatment Navigation Center operations | $1,350,000.00 | 0 | $1,350,000.00 |
| Expanded Men's Housing and Treatment Navigation Center operations | $1,350,000.00 | 0 | $1,350,000.00 |
| Expanded Women's Housing and Treatment Navigation Center operations | $1,350,000.00 | 0 | $1,350,000.00 |
| First Responder Receiving Area operations | 0 | $1,289,736.00 | $1,289,736.00 |
| Medical respite facility improvements | 0 | $2,971,865.00 | $2,971,865.00 |
| Shared costs for Programs at Gateway Centers | 0 | $1,162,500.00 | $1,162,500.00 |
| Facility: Gateway West<br>7440 Jim McDowell NW | | | |
| Gateway West operations | 0 | $6,103,003.00 | $6,103,003.00 |
| Gateway West facility improvements | 0 | $400,000.00 | $400,000.00 |
| **Totals** | $4,050,000.00 | $12,789,604.00 | $16,839,604.00 |

II. Payment Structure

The payments under this Agreement shall be as follows:

| Program/Facility | Invoicing Requirement | Payment Amount | Total State Funds |
|---|---|---|---|
| Facility: Young Adult Housing and Treatment Navigation Center | | | |
| Young Adult Housing and Treatment Navigation Center operations | Monthly upon accepted submission of invoice certifying compliance with this Agreement | $172,500.00 per month for 5 months | $862,500.00 |
| Facility: Gateway @ Gibson | | | |
| Men's Housing and Treatment Navigation Center operations | Monthly upon accepted submission of invoice certifying compliance with this Agreement | $168,750.00 per month for 8 months | $1,350,000.00 |
| Expanded Men's Housing and Treatment Navigation Center operations | | $168,750.00 per month for 8 months | $1,350,000.00 |
| Expanded Women's Housing and Treatment Navigation Center operations | | $168,750.00 per month for 8 months | $1,350,000.00 |
| First Responder Receiving Area operations | | $161,217.00 per month for 8 months | $1,289,736.00 |
| Medical respite facility improvements | One payment upon Department's certification of Contractor's accepted proof of completed improvements | $2,971,865.00 | $2,971,865.00 |
| Shared costs for Programs at Gateway Centers | Monthly upon submission of invoice certifying compliance with this Agreement | $145,312.50 per month for 8 months | $1,162,500.00 |
| Facility: Gateway West | | | |
| Gateway West operations | Monthly upon accepted submission of invoice certifying compliance with this Agreement | $762,875.38 per month for 8 months | $6,103,003.00 |

| Program/Facility | Invoicing Requirement | Payment Amount | Total State Funds |
|---|---|---|---|
| Gateway West facility improvements | One payment upon Department's certification of Contractor's proof of completed improvements | $400,000.00 | $400,000.00 |

III. Performance Measures:

1. For each Funded Program listed above, and on a weekly basis, the Contractor shall provide the following de-identified data:
    a. Number of residents and basic demographic data
    b. Geographic origin of residents
    c. Length of stay
2. Outcomes (for example, exit to permanent supportive housing)
3. Number and type of critical incidents (for example, overdoses, calls for service)
4. Number and type of 311 calls received related to each Facility
5. Any health concerns affecting each Facility, such as bedbug outbreaks or communicable diseases

IV. Activities:

1. The Contractor shall provide 24-hour security at each Facility. The Contractor may use third-party service providers, for whom the Contractor will be solely liable.
2. The Contractor shall provide street trash pick-up once daily in the vicinity of Gateway @ Gibson and the Young Adult Housing and Treatment Navigation Center, and three times per week at the Gateway West, in areas to be agreed upon by the Contractor and the Department.
3. The Contractor shall make necessary physical alterations to the Facilities specified as "facility improvements."
    a. The Contractor shall submit requests for reimbursement of Facility improvement costs in the monthly Request for Payment form, together with documentation to substantiate the expenditures.
4. The Contractor shall complete all Facility improvements using funding from this Agreement no later than April 1, 2026. The Contractor may request an extension from the Department, which may not extend later than May 31, 2026.
5. The Contractor shall operate each Facility for the Funded Programs set forth on Exhibit B.
    a. The Contractor shall engage one coordinating contractor to manage all service providers for the Funded Programs at the Gateway @ Gibson and Gateway West.
    b. The Contractor may use one or more service providers, reporting to the coordinating contractor, to operate the Funded Programs.
    c. The Contractor shall be solely liable for the coordinating contractor and service providers.
6. The Contractor shall deliver copies of operational plans for all Funded Programs.

7. The Contractor shall meet bi-weekly with a designated contact person representing the Department, to discuss progress and challenges related to the Funded Programs. The Contractor shall implement any recommendations for service or facility improvement that are consistent with the operational plans for the Funded Programs, subject to budgetary constraints.
8. The Contractor shall designate a single point of contact and communication line that shall receive constituent and other concerns from the Department, and shall report back on the resolution of such concerns within two business days.
9. The Contractor shall grant access to the Facilities and data from all Funded Programs for purposes of any survey or evaluation that the Department conducts or commissions.
10. The Contractor shall establish an automatic eligibility screening policy for Medicaid and SSDI, and enroll all eligible clients.
11. The Contractor shall develop a funding plan for FY27 operations for each Facility and Funded Program, which shall not include state general funds (including, without limitation, GRO Funds or similar set-asides of state general funds).
12. The Contractor shall cause all Funded Programs to enter participants/residents/clients into the Unite Us closed loop referral system or a similar system.
13. If the Young Adult Housing and Treatment Navigation Center is not fully operational by February 1, 2026, the parties shall decrease the amount of compensation related to that Facility to reflect the actual date on which the Facility becomes operational.
14. The Contractor shall certify that all funds distributed to the Funded Programs and Facilities are used for purposes in alignment with the appropriation language set forth above.
15. The Contractor shall designate a representative to a group of Department funding recipients who shall meet periodically to discuss progress and challenges, who may be a representative of a subcontractor or service provider for the Funded Programs.
16. The Contractor and any subcontractor or service provider for the Funded Programs and Facilities shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the projects, no less than 48 hours prior to issuance
17. The Contractor and any subcontractor or service provider for the Funded Programs and Facilities shall recognize the State of New Mexico's funding contributions using language mutually agreeable to the Parties.
18. The Contractor shall grant access to and data from the Funded Programs and Facilities for purposes of any survey or evaluation that the Department conducts or commissions.
19. The Contractor recognizes that the Department is assembling data, photographs, and narratives regarding each Funded Program and Facility, and Contractor shall deliver such materials regarding each project to the Department upon request.
20. The Contractor and any subcontractor or service provider for any Funded Program or Facility shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the program, no less than 48 hours prior to issuance.
21. The Contractor is solely responsible for compliance with all applicable federal, state, and local laws, including but not limited to procurement rules, the Anti-Donation Clause of the New Mexico Constitution, and the Affordable Housing Act and Rules (if applicable).

V. Deliverables (including deadlines):

| Deadline | Deliverable |
|---|---|
| Weekly on Tuesdays beginning two weeks after Effective Date | Submit required data as set forth above, with a weekly (Sunday to Saturday) reporting period |
| Two weeks after Effective Date | Submit map of trash pick-up area for each Facility, to be approved in writing by the Department |
| Two weeks after Effective Date | Deliver operational plans for all Funded Programs |
| Monthly, no later than 10 days after the end of each calendar month | Submit Request for Payment for Funded Programs, in the form attached as Exhibit C |
| December 15, 2025 | Submit draft written plan for securing operational funding |
| December 31, 2025 | Submit final written plan for securing operational funding |
| April 1, 2026 | Provide written certification that all facility improvements are complete |
| June 10, 2026 | Final invoice and Final Report in the form attached as Exhibit D |

**The total amount payable to the Contractor under this Agreement shall not exceed Sixteen Million Eight Hundred Thirty- Nine Thousand Six Hundred Four Dollars and No Cents ($16,839,604.00) including expenses and applicable gross receipts tax.**

Reimbursable expenses, if any, shall be limited to the below listed items, and reimbursed at actual cost: None.

## Exhibit B

### Description of Funded Programs

| Program/Facility | Description |
|---|---|
| Facility: Young Adult Housing and Treatment Navigation Center | |
| Young Adult Housing and Treatment Navigation Center operations | The Young Adult Housing and Treatment Navigation Center will provide 41 beds specifically for unsheltered, vulnerable transition-aged youth. This shelter will offer critical overnight housing, safety, case management, and supportive services tailored to meet the unique needs of young adults experiencing homelessness. |
| Facility: Gateway @ Gibson | |
| Men's Housing and Treatment Navigation Center operations | The Men's Housing and Treatment Navigation Center at the Gateway Center provides 42 beds for short-term shelter and intensive support to 42 men at a time experiencing homelessness who are ready to transition into permanent housing. Participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting. This program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing. |
| Expanded Men's Housing and Treatment Navigation Center operations | The Men's Housing and Treatment Navigation Center at the Gateway Center provides short-term shelter and intensive support to an additional 50 men experiencing homelessness who are ready to transition into permanent housing. Participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting. This program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing. |
| Expanded Women's Housing and Treatment Navigation Center operations | The Women's Housing Navigation and Treatment Program at the Gateway Center offers safe, short-term shelter paired with individualized support to help an additional 50 women experiencing homelessness who are ready to transition into permanent housing. Participants receive help with vital documents, housing applications, and referrals to treatment and health services, all in a trauma-informed setting. This program is critical to reducing time spent in shelters or on the streets by helping individuals move quickly and successfully into stable housing. |

| Program/Facility | Description |
|---|---|
| First Responder Receiving Area operations | The 24/7 First Responder Receiving Area is designed to allow first responders to safely drop off individuals needing immediate care, and can accommodate short-term stays for up to 20 clients nightly. This area will provide rapid stabilization, safety, and connection to ongoing supportive services, reducing strain on emergency resources. |
| Medical respite facility improvements | This funding is needed for partial roof replacement for sections of the roof that are beyond end of life. |
| Shared costs for Housing and Treatment Navigation Programs at Gateway Center | This funding will go towards costs that benefit multiple programs, including but not limited to the oversight contractor required under Section IV(5)(a) of this Exhibit A. |
| Facility: Gateway West | |
| Gateway West operations | Gateway West serves over 660 people nightly. This program is a critical piece of our city's emergency response infrastructure and a vital resource for connecting people to housing, healthcare, and stability. |
| Gateway West facility improvements | The funding request of $400,000 will be used to complete the final dorms at Gateway West. These updates will include the installation of new flooring, showers, restrooms, and lighting, as well as the addition of security cameras for enhanced safety. These improvements will help ensure the facility meets the needs of its residents and complies with modern standards of safety and accessibility. |

**Exhibit C**

**HB2 and GRO Appropriation**
**Request for Payment Form**

| I. Contractor Information (Make sure information is complete & accurate) | | II. Payment Computation | |
|---|---|---|---|
| A. Contractor: | | A. Payment Request No. | |
| B. Address: | | B. Grant Amount: | |
| C. Contact Name and Phone: | | C. AIPP Amount | N/A |
| D. Grant No. | | D. Funds Requested to Date | |
| E. Project Title: | | E. Amount Requested in This Payment | |
| F. Grant Expiration Date: | | F. Reversion Amount | N/A |
| | | G. Grant Balance | |
| | | H. ☒ GF ☐ GOB ☐ STB | |
| | | I. ☐ Final Request for Funding | |

III. Fiscal Year: 2026 (July 1, 2025 – June 30, 2026)

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief: the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; that the Contractor has complied with the Intergovernmental Agreement in all respects since the date of the last Request for Payment; and that the grant activity is in full compliance with Article IX. Sec 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____ _____
Contractor Fiscal Officer or Fiscal Agent (if applicable) — Contractor Representative

_____ _____
Printed Name — Printed Name

Date: _____ Date: _____

(State Agency Use Only)
Vendor Code: _____ Fund No.: _____ Loc. No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

**Agreement No. 26-631-1111-00004**

**Exhibit D**
**STATE OF NEW MEXICO**
**HB2 Housing Final Report Form**

**Appropriation Recipient:**

**Appropriation Number:**

| Use of Appropriation Funds | Amount |
|---|---|
| Capital Expenses | |
| Other | |
| | |
| | |
| Total Amount of Appropriation Funds Expended | |

**Narrative**
*Describe the outcomes, results, benefit and/or uses of the appropriation funds.*

**STATE OF NEW MEXICO**
**INTERGOVERNMENTAL AGREEMENT**
**AGREEMENT No. 26-631-1111-00007**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is effective on the date executed by the Department of Workforce Solutions ("**Effective Date**") and is made and entered into by and between the State of New Mexico, Department of Workforce Solutions ("**Department**") and the City of Albuquerque ("**Contractor**") (individually "**Party**" and collectively "**Parties**").

**WITNESSETH**

**WHEREAS,** the Department is an agency of the State of New Mexico, created under § 9-26-1 et seq., NMSA 1978; and

**WHEREAS,** Contractor is a public body politic and corporate, separate and apart from the State, created under § 3-1-5 (G), NMSA 1978, § 13-1-67 NMSA 1978 and §13-18-1 NMSA 1978; and

**WHEREAS**, Contractor holds the technical expertise and capacity to perform services necessary to administer an appropriation assigned to the Department; and

**WHEREAS**, Department is retaining the Contractor to provide its skill and expertise in housing;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms:

1. **Scope of Work.**

The Contractor shall perform the Scope of Work attached as "**Exhibit A.**" The Parties agree that the Department, in accordance with the total annual budget stated herein, and after consultation and acceptance by the Contractor, requires the Contractor to fund specific activities and/or programs identified in Exhibit A at levels deemed appropriate by the Department. The Parties agree that **Exhibit A** may be updated and amended from time to time to incorporate any exercise of the Department's discretion identified above without the need for formal amendment of this Agreement.

2. **Compensation.**

a. Department shall fund the purchase of a facility that the Contractor shall use for low-income housing. Department shall pay Contractor the specific costs tied to services satisfactorily completed pursuant to **Exhibit A**. The total budget amount payable under this Agreement shall not exceed Five Million Dollars and No Cents ($5,000,000.00). This amount is a maximum and not a guarantee that work assigned to be performed under this Agreement shall be compensated the full amount available as stated herein.

b. The Parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is

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

c. Payment beyond Fiscal Year 2026 is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Exhibit A, Scope of Work. All invoices not received by Department within fifteen (15) days preceding the end of the state fiscal year in which the services were delivered. Invoices received after such date **SHALL NOT BE PAID**.

d. Contractor shall submit a detailed statement accounting for all services performed and expenses incurred. If the Department finds that the Contractor's services are unacceptable or contractor's statements accounting for services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, the Department shall provide the Contractor a letter of exception explaining the defect or objection regarding any statement or provided service that outlines corrective measures or steps the Contractor shall undertake to resolve the defect or objection. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

This Agreement shall be effective upon complete execution of the Parties and continue, unless otherwise terminated hereunder, through June 30, 2026, with the option to extend this Agreement for three (3) additional one-year terms, as determined by Department and subject to the mutual agreement of the Parties. Pursuant to NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150. Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Department.

4. **Termination.**

a. Grounds. The Department may terminate this Agreement for convenience or cause.

b. Contractor may terminate this Agreement based upon the Department's uncured, material breach of this Agreement or with ninety (90) days' written notice to the Department

c. Notice to Agency Regarding Opportunity to Cure.

i. Except as otherwise provided in Paragraph (4)(c)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

iii. In all other instances, Contractor shall give Department written notice of termination at least ninety (90) days prior to the intended date of termination.

iv. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor(i) if Contractor becomes unable to perform the services contracted for, as determined by Department; or (ii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Agreement.

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

e. Termination Management. Immediately upon receipt by either of the Parties of notice of termination of this Agreement, Contractor shall:

i. not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without the written approval of Department;

ii. comply with all directives issued by Department in the notice of termination as to the performance of work under this Agreement; and

iii. take such action as Department shall direct to protect, preserve, retain, or transfer all property titled to Department and records generated due to this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become the property of Department upon termination and shall be submitted to the Department as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If the Legislature does not make sufficient appropriations or authorization, this Agreement shall terminate immediately upon written notice being given by Department. Contractor shall accept Department's decision as to whether sufficient appropriation is available or authorization is granted and shall be final. If Department proposes an amendment to the Agreement to reduce funding unilaterally, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

6. **Assignment.**

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

7. **Subcontracting.**

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Department's prior written approval. No such subcontract shall relieve Contractor from its obligations or liabilities under this Agreement, nor shall any subcontract obligate direct payment from Department. Contractor shall ensure that all subcontracts are awarded and issued in accordance with applicable procurement laws, regulations, policies, and this Agreement.

8. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. **Confidentiality.**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of Department, except as required by Contractor's Requests to Inspect Documents Policy or pursuant to NMSA 1978, Chapter 14, Article 2, Inspection of Public Records Act.

10. **Product of Service - Copyright.**

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

11. **Conflict of Interest; Governmental Conduct Act.**

a. Contractor represents and warrants that presently it has no interest and, during the term of this Agreement, shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance or services required under the Agreement.

b. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, shall continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing,

c. Contractor specifically represents and warrants that:

   i. pursuant to NMSA 1978, § 10-16-4.3, Contractor does not employ, has not employed, and shall not employ during the term of this Agreement any Department employee while such employee was or is employed by Department and participating directly or indirectly in Department's contracting process;

   ii. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) Contractor is not a public officer or employee of the State; (ii) Contractor is not a member of the family of a public officer or employee of the State; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A).

   iii. in accordance with NMSA 1978, § 10-16-8(A), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

   iv. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) Contractor is not a legislator; (ii) Contractor is not a member of a legislator's family; (iii) Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

   v. in accordance with NMSA 1978, § 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications, or evaluation

criteria for this Agreement or any procurement related to this Agreement; and

vi. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Department.

d. Contractor's representations and warranties in Paragraphs A and B of this Article 11 are material representations of fact upon which Department has relied as the Parties enter into this Agreement. Contractor shall provide immediate written notice to Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraph A or B of this Article 11 was erroneous as of the effective date of this Agreement or had become erroneous by reason of new or changed circumstances, in addition to other remedies available to Department and notwithstanding anything in the Agreement to the contrary, Department may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in Article 11(B).

12. Required Federal Provisions.

To the extent any funding provided to Contractor is received from the Federal Government, contractor agrees to comply with the following requirements:

a. Lobbying. Contractor shall not use funds from this agreement to conduct lobbying activities or hire lobbyists at any government level, as defined by the Lobbyist Regulation Act, NMSA 1978, § 2-11-1, et. seq., and applicable federal law. No federally appropriated funds shall be paid to influence any officer or employee of any department or member of Congress concerning federal agreements, grants, loans, or cooperative agreements. If any funds other than federal appropriated funds are used to influence any officer or employee in relation to applicable federal agreements, the Contractor shall submit Standard Form LLL, "Disclosure Form to Report Lobbying," as instructed.

b. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it nor any of its management, employees, or independent contractors who will be involved in the services or products supplied under this agreement have been excluded from participation in any government healthcare program, debarred from, or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7. Furthermore, each party represents that it, its employees, and independent contractors are not otherwise ineligible for participation in federal or federally funded healthcare or education programs. Additionally, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party

immediately upon becoming aware of any pending or final action regarding any such issue or concern.

c. Fiscal and Administrative Standards. Contractor shall adhere to all local, state and federal regulations as applicable to their operations. Contractors shall adhere to the following fiscal and administrative standards in accordance with:

   i. Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) [Federal Awards Only];

   ii. State of New Mexico Manual of Model Accounting Practices (MAPs);

   iii. The State of New Mexico State Auditor, State Audit Rule;

   iv. Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information [Federal Awards Only];

   v. U.S. General Accounting Office, Government Auditing Standards;

d. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

e. Grantor and Contractor Information. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

   i. CFDA Number – N/A
   Program Title – N/A
   AGENCY/OFFICE – N/A
   GRANT NUMBER – N/A
   CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) - N/A

f. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).

g. This agreement and employees working on this agreement shall be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

h. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

i. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

j. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of $150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water.

k. Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

l. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding $100,000 shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

m. For agreements that involve the expenditure of federal funds, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Amendment.**

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

14. **Merger.**

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

15. **Penalties for Violation of Law.**

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any lawsuits arising under or out of any term of this Agreement.

18. **Workers' Compensation.**

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

19. **Records and Financial Audit.**

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

20. **Invalid Term or Condition.**

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

21. **Enforcement of Agreement.**

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

22. **Notices**.

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

To Department:

Sarita Nair, Cabinet Secretary
Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102
Sarita.Nair@dws.nm.gov

With copy to General Counsel, Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102

To Contractor:

Samantha Sengel, CAO
City of Albuquerque
1 Civic Plaza, Albuquerque, New Mexico 87102
Ssengel@cabq.gov

23. **Authority**.

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

**[SIGNATURE PAGE AND EXHIBITS FOLLOW]**

**Agreement No. 26-631-1111-00007**

**IN WITNESS WHEREOF,** the Department and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Department Secretary or Designee.

**Contractor – City of Albuquerque**

Signed by:
BC2424C09BB741A...
Samantha Sengel, Chief Administrative Officer

Date: 8/28/2025 | 6:03 PM MDT

DocuSigned by:
Gilbert Ramirez
F0706DFAA0D2484...
Gilbert Ramirez, Director
Department of Health, Housing and Homelessness

Date: 8/28/2025 | 6:01 PM MDT

Signed by:
Kathleen Oney
201D07488BFB4B1...
Kathleen Oney, Chief Procurement Officer

Date: 8/28/2025 | 5:44 PM MDT

**Approved as to legal form and sufficiency.**

DocuSigned by:
Lauren Keefe
1A21D06D32C74EE...
Lauren Keefe, Legal Counsel

Date: 8/28/2025 | 5:29 PM MDT

**Department - Department of Workforce Solutions**

DocuSigned by:
BF078EDDCD07473...
Sarita Nair, Cabinet Secretary

Date: 8/29/2025 | 8:59 AM MDT

Signed by:
Maria Garcia-Cunningham
2A7E9F15EDC476...
Maria Garcia-Cunningham, Acting CFO

Date: 8/29/2025 | 8:03 AM MDT

**Approved as to legal form and sufficiency.**

DocuSigned by:
Gregory Lauer
5AB76095AE8B402...
Gregory Lauer, General Counsel

Date: 8/29/2025 | 7:59 AM MDT

## Exhibit A – Scope of Work
## CITY OF ALBUQUERQUE

I. Purpose:

HB2 (2025) appropriated state general fund money, "To support housing, affordable housing, transitional housing and the expansion of housing services providers that facilitate behavioral health services and substance abuse recovery, homelessness assistance and prevention for persons with behavioral health needs."

The purpose of this Agreement is to provide funds to assist with the purchase of the Juniper Flats (formerly known as Wyndham by Ramada), located at 25 Hotel Circle NE, Albuquerque, NM 87123 (the "**Facility**").

II. Payment Structure

The payments under this Agreement shall be as follows:

1. $5,000,000.00 for the purchase of the Facility, to be transferred after the Contractor has delivered a fully executed purchase agreement for the Facility and a request for payment in the form attached as Exhibit B.

III. Performance Measures:

1. After the Facility is operational, the Contractor shall provide the following de-identified data, on a monthly basis:

    a. Number of occupied units and percentage of total units occupied
    b. Number of residents
    c. Number of residents who were relocated from a homeless shelter, and the name(s) of the shelter(s) from which relocation occurred
    d. Number of residents who are senior citizens

IV. Activities:

1. The Contractor shall provide, and the Department consents to, on-site property management services through a third-party professional property management company, to oversee the facility and its day-to-day operation, including but not limited to its: marketing, leasing, budgeting, maintenance, and resident relations. The Contractor shall provide the name of the property management company as part of its first quarterly report.

2. The Contractor shall provide 24-hour security at the Facility, commencing when the Contractor takes possession of the Facility. To meet this obligation, the Contractor may

use fencing, video cameras, and/or third-party service providers, for whom Contractor will be solely liable.

3. The Contractor shall provide street trash pick-up daily in the vicinity of the Facility, commencing when the Contractor takes possession of the Facility, in an area to be agreed upon by the Contractor and the Department.
4. The Contractor shall operate the Facility as affordable housing.
5. The Contractor shall designate a single point of contact and communication line for receiving constituent and other concerns from the Department regarding the Facility and shall report back on the resolution of such concerns within two business days.
6. The Contractor shall grant access to and data from the Facility for purposes of any survey or evaluation that the Department conducts or commissions.
7. The Contractor shall ensure the coordination of micro-transit (such as the City's Sun Van service) to transport Facility residents/clients to employment, medical appointments, and similar destinations.
8. The Contractor shall continue to operate the Facility or cause the Facility to be operated as low-income housing for 30 years, notwithstanding the expiration or termination of this Agreement.
9. The Contractor shall certify that all funds distributed to the Facility are used for purposes in alignment with the appropriation language set forth above.
10. The Contractor shall designate a representative to a group of Department funding recipients who shall meet periodically to discuss progress and challenges, who may be a representative of a subcontractor or service provider for the Facility.
11. The Contractor and any subcontractor or service provider for the Facility shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the projects, no less than 48 hours prior to issuance
12. The Contractor and any subcontractor or service provider for the Facility shall recognize the State of New Mexico's funding contributions using language mutually agreeable to the Parties.
13. The Contractor shall grant access to and data from the Facility for purposes of any survey or evaluation that the Department conducts or commissions.
14. The Contractor recognizes that the Department is assembling data, photographs, and narratives regarding each Facility, and Contractor shall deliver such materials regarding each project to the Department upon request.
15. The Contractor and any subcontractor or service provider for the Facility shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the program, no less than 48 hours prior to issuance.
16. The Contractor is solely responsible for compliance with all applicable federal, state, and local laws, including but not limited to procurement rules, the Anti-Donation Clause of the New Mexico Constitution, and the Affordable Housing Act and Rules (if applicable).

V. Deliverables (including deadlines):

| Deadline | Deliverable |
|---|---|
| Within 10 days of execution of a purchase agreement for the Facility | Submit fully executed purchase agreement with Request for Payment, in the form attached as Exhibit B<br><br>Submit map of trash pick-up area for each Facility, to be approved in writing by the Department |
| Within two weeks after the Facility purchase is complete | Submit copy of warranty deed for the Facility |
| Quarterly, no later than 10 days after the end of the preceding quarter, beginning after the Facility purchase is complete | Submit required data as set forth above, with a calendar month reporting period |
| May 31, 2026 | Submit Final Report Form, in the form attached as Exhibit C. |

**The total amount payable to the Contractor under this Agreement shall not exceed Five Million Dollars and No Cents ($5,000,000.00) including expenses and applicable gross receipts tax.**

Reimbursable expenses, if any, shall be limited to the below listed items, and reimbursed at actual cost: None

**Agreement No. 26-631-1111-00007**

**Exhibit B**

**HB2 Appropriation**
**Request for Payment Form**

| I. Contractor Information (Make sure information is complete & accurate) | | II. Payment Computation | |
|---|---|---|---|
| A. Contractor: | | A. Payment Request No. | |
| B. Address: | | B. Grant Amount: | |
| C. Contact Name and Phone: | | C. AIPP Amount | N/A |
| D. Grant No. | | D. Funds Requested to Date | |
| E. Project Title: | | E. Amount Requested in This Payment | |
| F. Grant Expiration Date: | | F. Reversion Amount | N/A |
| | | G. Grant Balance | |
| | | H. ☒ GF ☐ GOB ☐ STB | |
| | | I. ☐ Final Request for Funding | |

III. Fiscal Year: 2026 (July 1, 2025 – June 30, 2026)

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief: the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; that the Contractor has complied with the Intergovernmental Agreement in all respects since the date of the last Request for Payment; and that the grant activity is in full compliance with Article IX. Sec 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____
Contractor Fiscal Officer
or Fiscal Agent (if applicable)

_____
Contractor Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc. No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Docusign Envelope ID: 79A15524-8982-43FA-8816-34217E182B2A



**Exhibit C**
**STATE OF NEW MEXICO**
**HB2 Housing Final Report Form**

**Appropriation Recipient:**

**Appropriation Number:**

| Use of Appropriation Funds | Amount |
|---|---|
| Capital Expenses | |
| Other | |
| | |
| | |
| Total Amount of Appropriation Funds Expended | |

**Narrative**
*Describe the outcomes, results, benefit and/or uses of the appropriation funds.*