

CITY of ALBUQUERQUE

TWENTY SEVENTH COUNCIL

COUNCIL BILL NO. R-26-23 ENACTMENT NO. _____

SPONSORED BY: Nichole Rogers, by request

1 RESOLUTION

2 AMENDING THE ADOPTED CAPITAL IMPLEMENTATION PROGRAM OF THE
3 CITY OF ALBUQUERQUE BY SUPPLEMENTING CURRENT GRANT
4 APPROPRIATIONS AND APPROVING A NEW PROJECT FOR AFFORDABLE
5 HOUSING.

6 WHEREAS, the Capital Implementation Program of the City of Albuquerque
7 is governed by the requirements established under Section 2-12-4 ROA, 1994,
8 which provides for amendments to the approved program; and

9 WHEREAS, appropriation adjustments for the operation of the City
10 government must be approved by the Council; and

11 WHEREAS, the State of New Mexico grant projects approved by the State
12 Legislature now need to be authorized; and

13 WHEREAS, the appropriations of these various funds to projects within
14 their respective purposes are timely and necessary for the City to serve its
15 citizens; and

16 WHEREAS, following the 2025 Legislative Session, the Governor of the
17 State of New Mexico signed into law HB 2, which, in part, appropriated
18 \$110,000,000 to “support housing, affordable housing, transitional housing
19 and the expansion of housing services providers that facilitate behavioral
20 health services and substance abuse recovery, homelessness assistance and
21 prevention for persons with behavioral health needs”; and

22 WHEREAS, in September of 2025 City Council passed and Mayor signed R-
23 25-188, which appropriated funding for specific homeless service programs
24 and facility improvements and to a specific affordable housing project; and

25 WHEREAS, these appropriations included funding for the Gateway
26 Continuum of Care, including; Young Adult Housing and Treatment Navigation

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Center, Men’s Housing and Treatment Navigation Center and Expansion, Women’s Housing Navigation and Treatment Expansion, First Responder Receiving Area, Medical Respite Facility, and Gateway West; and

WHEREAS, the City has been in continued communication with the State of New Mexico Department of Workforce Solutions regarding agreements for additional use of a portion of these funds; 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

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.

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

SECTION 1. That the following appropriation of \$2,000,000 is hereby authorized and approved State of New Mexico grant and capital project approved by the 2025 State Legislature in HB 2 for Affordable Housing. This project is authorized to be appropriated to a specific grant or capital fund upon the execution of an agreement between the parties, with the provision that the amounts will be adjusted to reflect actual Federal, State, and/or private contribution participation.

Capital Fund – 305

Project Title

Amount

Affordable Housing Land Acquisition	\$2,000,000
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SECTION 2. The Affordable Housing Land Acquisition funds appropriated herein shall be used only to acquire property as per Attachment A - Exhibit A, the agreement between the City of Albuquerque and the State of New Mexico Department of Workforce Solutions.

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Mayor Timothy M. Keller

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

INTER-OFFICE MEMORANDUM

April 27, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor 

**SUBJECT: APPROPRIATING RESOLUTION FOR STATE OF NEW MEXICO
AFFORDABLE HOUSING GRANT FUNDS**

The attached resolution appropriates a \$2,000,000 grant awarded to the City of Albuquerque. This grant originates from HB2 Affordable Housing funding approved during the 2025 state legislative session, through the New Mexico Department of Workforce Solutions.

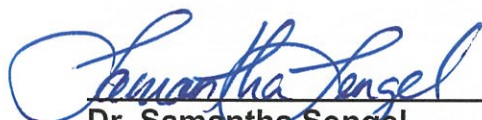
This grant will fund the purchase of a property to develop affordable housing.

This resolution is forwarded for your consideration and action. Staff will be available to address any questions you may have.

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April 27, 2026

**SUBJECT: APPROPRIATING RESOLUTION FOR STATE OF NEW MEXICO
GRANT FUNDS**

Approved:

 4/27/26
Dr. Samantha Sengel Date
Chief Administrative Officer

Approved as to Legal Form:

 4/27/26
Lauren Keefe Date
City Attorney

Recommended:

 4-29-26
Jennifer Turner Date
Director DMD

Recommended:

 4/27/26
Shawn Maden Date
CIP Official

Cover Analysis

1. What is it?

The attached resolution appropriates a \$2,000,000 grant awarded to the City of Albuquerque from the State of New Mexico Department of Workforce Solutions. This grant is for the purchase of a specific property at 6600 Zuni Rd. SE for the development of Affordable Housing. This grant is awarded with affordable housing funding originating from 2025 HB2 approved by the 2025 state legislature.

2. What will this piece of legislation do?

This resolution appropriates a \$2,000,000 grant for Affordable Housing from the 2025 State Legislative session HB2.

3. Why is this project needed?

Grants must be appropriated by Council prior to usage by departments. This project will fund Affordable Housing in the City, which is of critical importance.

4. How much will it cost and what is the funding source?

No cost to the City - \$2,000,000 in the form of a reimbursable grant from the State of New Mexico Department of Workforce Solutions, from 2025 HB2.

5. Is there a revenue source associated with this plan? If so, what level of income is projected?

The City shall receive \$2,000,000 in the form of a reimbursable grant.

6. What will happen if the project is not approved?

The associated projects will not be funded. The City will not have the ability to acquire the desired property for the development of affordable housing.

7. Is this service already provided by another entity?

No

FISCAL IMPACT ANALYSIS

TITLE: AMENDING THE ADOPTED CAPITAL IMPLEMENTATION PROGRAM OF THE CITY OF ALBUQUERQUE BY SUPPLEMENTING CURRENT GRANT APPROPRIATIONS AND APPROVING NEW PROJECTS FOR AFFORDABLE HOUSING

R: X O:
FUND: 305
DEPT: HHH

- ☒ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- ☐ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages	-	-	-	-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
☒ Estimated revenues not affected				
☐ Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH				
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS:

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

No cost to the City - \$2,000,000 in the form of reimbursable capital grants from the State of New Mexico Department of Workforce Solutions. This is a Capital Grant, there is no impact on the General Fund.

PREPARED BY:

Christine Owens
FISCAL ANALYST

APPROVED:

[Signature] 7-27-26
DIRECTOR

REVIEWED BY:

[Signature] 4/27/26
EXECUTIVE BUDGET ANALYST

[Signature]
BUDGET OFFICER

Christine Owens 4/27/26
CITY ECONOMIST

Agreement No. 26-631-1111-00044**STATE OF NEW MEXICO
INTERGOVERNMENTAL AGREEMENT
AGREEMENT No. 26-631-1111-00044**

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 is uniquely positioned as a buyer regarding certain real property located at 6600 Zuni Avenue SE, Albuquerque, New Mexico, for an affordable housing project; and

WHEREAS, Contractor holds the technical expertise and capacity to perform services necessary to administer an appropriation assigned to the Department for the purpose of affordable housing; and

WHEREAS, Department is retaining the Contractor to provide its skill and expertise in affordable 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 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 Two Million Dollars and No Cents (\$2,000,000.00). This amount is a maximum and not a guarantee that work assigned to be performed under this Agreement shall equal the amount stated herein.

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- 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 will 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 Paragraph 1, Scope of Work. All invoices **MUST BE** received by Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.
- d. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Department finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the 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's uncured, material breach of this Agreement or with ninety (90) days' written notice to the Department
- c. Notice Department Opportunity to Cure.

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- 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 must 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.**

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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

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conflict in any manner or degree with the performance of services required under the Agreement.

- b. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will 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, Contractor specifically represents and warrants that:
 - i. in accordance with NMSA 1978, § 10-16-4.3, Contractor does not employ, has not employed, and will 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

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- 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.
 - c. Contractor's representations and warranties in Paragraphs A and B of this Article 11 are material representations of fact upon which Department relied when the Parties entered 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.
 - d. 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 can 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.

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- 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 will 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.

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- k. Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must 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 must file the required certification. Each tier certifies to the tier above that it will 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 must 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 must 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.

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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. 26-631-1111-00044

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:

 BC2424C09B8744A
 Samantha Sengel, Chief Administrative Officer

Date: 4/27/2026 | 9:56 AM MDT

DocuSigned by:

 F9705DFAA0D2484
 Gilbert Ramirez, Director
 Department of Health, Housing and Homelessness

Date: 4/21/2026 | 2:21 PM MDT

Kathleen Oney, Chief Procurement Officer

Date: _____

Approved as to legal form and sufficiency.

DocuSigned by:

 1A21D96D32C74EE
 Lauren Keefe, Legal Counsel

Date: 4/21/2026 | 1:30 PM MDT

Department - Department of Workforce Solutions

Sarita Nair, Cabinet Secretary

Date: _____

Steve Riggs, Chief Financial Officer

Date: _____

Approved as to legal form and sufficiency.

DocuSigned by:

 4AD76665AF8E2462
 Gregory Lauer, General Counsel

Date: 4/27/2026 | 10:00 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.”

In accordance with the appropriation language set forth above, the purpose of this Agreement is to provides funds to assist Contractor to purchase the site located at 6600 Zuni Avenue SE, Albuquerque, NM 87108 (“the Site”), as part of a land exchange and purchase transaction, for the Funded Project.

II. Project

The Contractor shall fund the following project (the “**Funded Project**”), which is designed to provide long-term rental housing for seniors and other qualified populations that meet the income requirements:

Project Name	Funding Amount	Affordable Units	Affordability Threshold	Period of Affordability
Affordable Rental Housing	\$2,000,000	A minimum of 20	<50% AMI	20 years

III. Payment Structure

The payments under this Agreement shall be as follows: \$2,000,0000 for the purchase of the Site, to be transferred after the Contractor has delivered a fully executed purchase agreement for the Site and a request for payment in the form attached as Exhibit B.

If at any time the Contractor does not anticipate fully expending the funds, or if the Contractor does not fully expend the funds on or before June 30th, the remaining funds shall be returned to the Department.

IV. Project Milestones

- The Contractor shall complete all due diligence activities by May 18, 2026, and notify the Department in writing of its confirmation that the transaction can be completed and funds fully expended no later than June 30, 2026. This confirmation shall take into account any issues arising from due diligence at the Site, from due diligence at the property involved in the exchange, or any other issues that may cause delay. Failure to timely deliver this notice will result in automatic and immediate termination of this Agreement.

- The Contractor shall enter into a purchase and exchange agreement with the seller no later than May 18, 2026, and deliver a fully executed copy to the Department no later than three business days after execution.

V. Performance Measures:

1. Number of new affordable housing units for which construction has commenced
2. Number of new affordable housing units completed with funding

VI. Activities:

1. The Contractor shall release a Request for Proposal by July 15, 2026, to select a developer to develop the Funded Project, and shall deliver written notice confirming completion of this RFP to the Department, including the link to the Request for Proposal, no later than three days after posting. This requirement shall survive the expiration of this agreement.
2. The Contractor shall record a Land Use Restriction Agreement or similar instrument requiring the Site to be used, in part or in whole, for the Funded Project. The Contractor shall deliver a copy of the recorded instrument to the Department within three business days after recording. This requirement shall survive the expiration of this agreement.
3. The Contractor shall enter into an agreement with a developer to complete the Funded Project and provide a copy to the Department no later than three business days after execution. This requirement shall survive the expiration of this agreement.
The agreement with the developer shall include:
 - A. An obligation to keep the units within the affordability threshold for the specific period of affordability, as set forth in the table above.
 - B. An obligation to designate a representative to a group of Department funding recipients who shall meet periodically to discuss progress and challenges.
 - C. An obligation for the developer to share all press releases and similar public communication regarding the State of New Mexico's role in funding the projects with the Department, no less than 48 hours prior to issuance.
 - D. An obligation to recognize the State of New Mexico's funding contributions using language mutually agreeable to the Parties.
4. The Contractor shall certify that all funds distributed to the Funded Project are used for purposes in alignment with the appropriation language set forth above.
5. The Contractor recognizes that the Department is assembling data, photographs, and narratives regarding each funded project, and shall deliver such materials regarding each project to the Department upon request.
6. The Contractor shall coordinate with other governmental entities to facilitate the timely inspection and permitting of all funded projects.
7. The Contractor shall deliver to the Department a copy of all draft press releases and similar public communication regarding the State of New Mexico's role in funding the Funded Project, no less than 48 hours prior to issuance.
8. 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 (if applicable).

9. The Contractor is solely responsible for coordinating with other funders of the Funded Projects and obtaining adequate and appropriate security interests in the Funded Projects to secure the project developers' duties.

Deliverables (including due dates):

Deadline	Deliverable
May 18, 2026	Notify the Department that the project is on schedule to fully expend all allocated funding on or before June 30, 2026
No later than 3 business days after execution or May 20 th , whichever comes first	Submit a copy of the fully executed purchase and exchange agreement with Request for Payment, in the form attached as Exhibit B.
July 15, 2026	Submit confirmation of the RFP release Submit Final Report Form attached as Exhibit C.
No later than three business days after recording	Deliver a recorded copy of the Land Use Restriction Agreement or similar instrument
No later than three business days after execution	Deliver a copy of the fully executed agreement with the developer

The total amount payable to the Contractor under this Agreement shall not exceed Two Million Dollars and No Cents (\$2,000,000.00) including expenses and applicable gross receipts tax.

The Department shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work periodically, based on receipt of requests for payment and deliverables, such compensation not to exceed the amount stated herein.

Reimbursable expenses, if any, shall be limited to the below listed items, and reimbursed at actual cost: Acquisition of the Site.

Exhibit B
HB2 Housing Appropriation
Request for Payment Form

I. Grantee Information (Make sure information is complete & accurate)		II. Payment Computation	
A. Grantee:		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; 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.

 Grantee Fiscal Officer
 or Fiscal Agent (if applicable)

 Grantee 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.

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.