

CITY of ALBUQUERQUE

TWENTY SEVENTH COUNCIL

COUNCIL BILL NO. R-26-68 ENACTMENT NO. _____

SPONSORED BY: Joaquín Baca, by request

1 RESOLUTION

2 APPROPRIATING FUNDING PROVIDED BY THE STATE OF NEW MEXICO
3 DEPARTMENT OF WORKFORCE SOLUTIONS TO THE GIZMO ARTS
4 RECOVERY HOUSING PROJECT IN CITY COUNCIL DISTRICT 2.

5 WHEREAS, following the 2026 Legislative Session, the Governor of the
6 State of New Mexico signed into law House Bill 2, which, in part, appropriated
7 State General Fund money to fund housing, affordable housing, transitional
8 housing, homelessness initiatives, and the expansion of housing services
9 statewide; and

10 WHEREAS, House Bill 2, Section 5, Item 172, appropriated funding to the
11 Department of Workforce Solutions (“DWS”) to fund housing, affordable
12 housing, transitional housing, homelessness initiatives, and the expansion of
13 housing services statewide; and

14 WHEREAS, on April 24, 2026, DWS issued Request for Information (“RFI”)
15 #26-631-1111-00041 for housing development projects in partnership with
16 governmental agencies; and

17 WHEREAS, the intent of the RFI was to identify and obtain information
18 regarding a range of affordable housing development projects addressing
19 housing needs throughout the State, and to use the information submitted in
20 response to the RFI to inform potential partnerships and enter into
21 intergovernmental agreements with governmental entities to fund such
22 projects through the State General Fund appropriation; and

23 WHEREAS, on August 4, 2025, City Council enacted Resolution R-2025-054,
24 which appropriated \$630,751 to Golden Forward for the GIZMO Arts Recovery
25 Housing Project located in City Council District 2, and directed the

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1 Administration to determine whether Golden Forward was a Qualified Grantee
2 pursuant to the New Mexico Affordable Housing Act; and

3 WHEREAS, the Department of Health, Housing and Homelessness (“HHH”)
4 reviewed and certified Golden Forward as a Qualified Grantee and the GIZMO
5 Arts Recovery Housing Project as a Qualifying Project pursuant to the New
6 Mexico Affordable Housing Act and applicable rules; and

7 WHEREAS, Golden Forward subsequently notified HHH that an additional
8 funding gap of approximately \$649,204.00 had been identified for the
9 affordable housing component of the Project and requested that the Project be
10 submitted to DWS through RFI #26-631-1111-00041 for additional gap
11 financing; and

12 WHEREAS, HHH submitted the GIZMO Arts Recovery Housing Project to
13 DWS through RFI #26-631-1111-00041; and

14 WHEREAS, City staff were notified that the GIZMO Arts Recovery Housing
15 Project had been selected for funding through the RFI process; and

16 WHEREAS, on August 6, 2026 the City and DWS executed
17 Intergovernmental Agreement No. 27-631-1111-00008 to secure an additional
18 \$650,000.00 for the Project; and

19 WHEREAS, the additional State funding will assist in addressing the
20 Project's identified funding gap and support the renovation and development
21 of the GIZMO building for affordable housing.

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

24 Section 1. The \$650,000.00 identified in Intergovernmental Agreement No.
25 27-631-1111-00008 between the City of Albuquerque and the State of New
26 Mexico is hereby appropriated to the GIZMO Arts Recovery Housing Project
27 located in the Downtown Metropolitan Redevelopment Area in City Council
28 District 2. The funding appropriated pursuant to this Resolution shall be used
29 for costs related to the renovation of the GIZMO building into residential units
30 to be provided to households at or below 80% of the Area Median Income.

31 GOAL	AMOUNT	TERM	CONTRACTOR
32 GIZMO Arts Recovery	\$650,000.00	Consistent with	Golden Forward
33 Housing Project		IGA No. 27-631-	

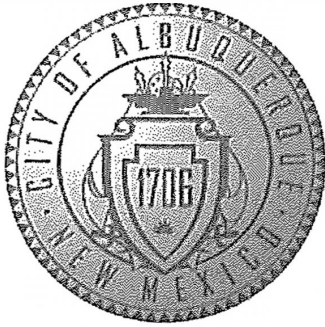
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1111-00008, and
any amendments

Section 2. The GIZMO Arts Recovery Housing Project has been deemed a Qualified Project and Golden Forward has been deemed a Qualified Grantee to receive funds through the New Mexico Affordable Housing Act and the Affordable Housing Act Rules. HHH shall ensure that the funding appropriated through this Resolution meets all applicable regulatory and statutory requirements pursuant to the New Mexico Affordable Housing Act, Affordable Housing Act Rules, and applicable City ordinances.

Section 3. SEVERABILITY. If any section, paragraph, sentence, clause, word, or phrase of this Resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

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Mayor Timothy M. Keller

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

INTER-OFFICE MEMORANDUM

August 28, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Resolution Appropriating Funding Provided by the State of New Mexico Department of Workforce Solutions to the GIZMO Arts Recovery Housing Project in City Council District 2

I am writing to express my support for a resolution appropriating \$650,000 to provide gap financing for the development of affordable housing at the historic GIZMO building in Downtown Albuquerque. The \$650,000 comes through an intergovernmental agreement between the City and the State of New Mexico Department of Workforce Solutions, which directly allocates the funding for the Gizmo Arts Recovery Housing Project.

The funding in this proposed resolution builds on previously enacted R-2025-054, which provided funding for improvements at the GIZMO building and envisioned the project as a vibrant hub combining affordable, arts-based reentry housing with artist studios, galleries, local retail, and opportunities for community connection. The proposed resolution would continue the work begun through the investments made in R-2025-054.

I respectfully request the Council's support for the resolution providing \$650,000 for the development of affordable housing at the historic GIZMO building, which will fund the construction of five (5) affordable housing units at the site. This investment will build upon the commitments made and help ensure that Downtown Albuquerque continues to grow as a place where housing, arts and culture, entrepreneurship, and community can thrive together.

Thank you for your consideration and for your continued partnership in advancing a more vibrant, inclusive, and affordable Downtown Albuquerque.

SUBJECT: Resolution Appropriating Funding Provided by the State of New Mexico
Department of Workforce Solutions to the GIZMO Arts Recovery Housing
Project in City Council District 2

Approved:

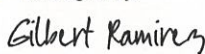
Approved as to Legal Form:


Samantha Sengel, EdD Date
Chief Administrative Officer

DocuSigned by:
 9/1/2026 | 9:04 AM MDT
1A21D96D32C74EE...
Lauren Keefe Date
City Attorney

Initial


Recommended:

DocuSigned by:
 8/31/2026 | 6:42 PM MDT
F9705DFAA0D2484...
Gilbert Ramirez Date
Director, Health, Housing and Homelessness

Cover Analysis

1. What is it?

A Resolution appropriating funds received through an Intergovernmental Agreement with the State of New Mexico Department of Workforce Solutions (DWS) directing funding for affordable housing to the GIZMO Arts Recovery Housing Project.

2. What will this piece of legislation do? This Resolution appropriates \$650,000 for affordable housing production and will support development of five affordable housing apartments at the GIZMO Arts Recovery Housing site.

3. Why is this project needed? This locally driven project is needed to support the fusion of community arts, economic development and affordable, safe and inclusive housing in downtown Albuquerque.

4. How much will it cost and what is the funding source? The funding was identified in HB2 (2026) for affordable housing and comes through DWS in an Intergovernmental Agreement with the City. The funding leverages additional funds from the State as outlined in R-2025-054 and the 2025 NM State Capital Outlay Grant J2714, which will be going to other components of the GIZMO Arts Recovery Housing Project including an elevator and building facade.

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

6. What will happen if the project is not approved? If the funding appropriation is not approved, the GIZMO Arts Recovery Housing Project will not receive the funding allocated to it by DWS, and the Project will be left with a significant financing gap for construction.

7. Is this service already provided by another entity? The City is not aware of another affordable housing project providing arts based reentry housing as proposed by the Project.

FISCAL IMPACT ANALYSIS

TITLE: A Resolution appropriating funding provided by the State of New Mexico Department of Workforce Solutions to the GIZMO Arts Recovery Housing Project in City Council District 2.

**R: 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:

	2027	Fiscal Years 2028	2029	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses	650,000	-	-	650,000
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 650,000	\$ -	\$ -	\$ 650,000
☐ Estimated revenues not affected				
☒ Estimated revenue impact				
Revenue from program				0
Amount of Grant	650,000	-	-	650,000
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ 650,000	\$ -	\$ -	\$ 650,000

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created 0

COMMENTS: The funding was identified in HB2 (2026) for affordable housing and comes through DWS in an Intergovernmental Agreement with the City. The funding leverages additional funds from the State as outlined in R-2025-054 and the 2025 NM State Capital Outlay Grant J2714, which will be going to other components of the GIZMO Arts Recovery Housing Project including an elevator and building facade

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

PREPARED BY:

APPROVED:

DocuSigned by:

Judy Rowe

8/31/2026 | 6:19 PM MDT

FISCAL ANALYST

DocuSigned by:

Gilbert Ramirez

8/31/2026 | 6:42 PM MDT

DIRECTOR

REVIEWED BY:

Signed by:

CHRISTINE CHING 9/1/2026 | 8:38 AM MDT

EXECUTIVE BUDGET ANALYST

Signed by:

Donna Sandberg 9/1/2026 | 8:48 AM MDT

BUDGET OFFICER

Signed by:

Christine Bourner 9/1/2026 | 8:55 AM MDT

CITY ECONOMIST

Agreement No. 27-631-1111-00008

**STATE OF NEW MEXICO
INTERGOVERNMENTAL AGREEMENT
AGREEMENT No. 27-631-1111-00008**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the State of New Mexico Department of Workforce Solutions, hereinafter referred to as the "Department," and City of Albuquerque, hereinafter referred to as the "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 municipal corporation; 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 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.

2. Compensation.

- a. Department shall fund certain projects and the 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 Six Hundred and Fifty Thousand Dollars and No Cents (\$650,000.00). This amount is a maximum and not a guarantee that work assigned to be performed under this Agreement shall equal the amount stated herein.
- 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.

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- c. Payment beyond Fiscal Year 2027 is subject to the availability of funds pursuant to the Paragraph 5 regarding appropriations hereinbelow, and subject also to any negotiations between the parties from year-to-year pursuant to Paragraph 1, Scope of Work. All invoices SHALL 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 **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 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 by the Parties and continue, unless otherwise terminated hereunder, through June 30, 2027, with the option to extend this Agreement for three (3) additional one-year terms, the eligibility for which the Department shall determine using its sole and exclusive discretion, and subject also thereafter to the mutual written 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.
 - i. Except as otherwise provided in Paragraph (4)(c)(iv), 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

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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 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 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 the Department's decision shall be final. If Department proposes an amendment to the Agreement to reduce funding unilaterally,

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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 may 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 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 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. 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.

10. 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;

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- 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 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.

Agreement No. 27-631-1111-00008

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

11. 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 become 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;

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- 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.

Agreement No. 27-631-1111-00008

- 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Applicable Law.

Agreement No. 27-631-1111-00008

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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Liability and Tort Claims.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Each party shall be liable for its own acts or failure to act in accordance with this Agreement, subject to the immunities and protections of the New Mexico Tort Claims Act and other applicable laws.

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

Agreement No. 27-631-1111-00008

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, NM 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.

24. Administration and Communication.

The Parties agree to maintain open, timely, and professional communication throughout the term of this Agreement to ensure effective administration and completion of the Scope of Work set forth in Exhibit A.

The Contractor shall promptly notify the Department in writing of any issues, delays, risks, or circumstances that may impact performance, deliverables, compliance, or project timelines under this Agreement. Such notification shall include sufficient details to allow the Department to evaluate the issue and provide appropriate guidance or direction.

The Contractor may request technical assistance, clarification, or interpretation of Agreement requirements from the Department at any time during the term of this Agreement. The Department shall respond in a timely manner and provide reasonable guidance necessary to support compliance with applicable state laws, MAPS requirements, and contractual obligations.

In the event that performance issues, compliance concerns, or operational barriers arise, the Contractor shall provide a written explanation of the circumstances and collaborate in good faith with the Department to identify and implement corrective actions. The Parties agree that timely communication and coordinated problem-solving are essential to successful completion of the Scope of Work and achievement of program objectives.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

Agreement No. 27-631-1111-00008

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:

BC2424C89B8741A...
Samantha Sengel, Chief Administrative Officer

Date: 7/31/2026 | 2:13 PM MDT

DocuSigned by:

F9705DFA0D24B4...
Gilbert Ramirez, Director, Department of Health, Housing & Homelessness

Date: 7/31/2026 | 2:04 PM MDT

Approved as to legal form and sufficiency:

DocuSigned by:

1A21D98D32C74EE...
Lauren Keefe, Legal Counsel

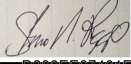
Date: 7/31/2026 | 12:59 PM MDT

Department - Department of Workforce Solutions

DocuSigned by:

BF078FDDC007473...
Sarita Nail, Cabinet Secretary

Date: 8/6/2026 | 10:19 AM MDT

Signed by:

D288EE87401E4DB...
Steve Riggs, Chief Financial Officer

Date: 7/31/2026 | 3:30 PM MDT

Approved as to legal form and sufficiency:

DocuSigned by:

3AB70885AFBB402...
Gregory Lauer, General Counsel

Date: 7/31/2026 | 2:14 PM MDT

Exhibit A – Scope of Work**City of Albuquerque****I. Purpose:**

HB2 (2026) appropriated state general fund money “to fund housing, affordable housing, transitional housing, homelessness initiatives and the expansion of housing services statewide.”

The purpose of this Agreement is to fund the following affordable housing project, in accordance with the appropriation language set forth above.

II. Projects

The Contractor shall fund the following project (the “**Funded Project**”):

Project Name	Funding Amount	Use of Funds	Affordable Units	Affordability Threshold	Period of Affordability
Gizmo Arts Recovery Housing	\$650,000	Costs related to the renovation of the Gizmo building into residential units	5	Households at or below 80% AMI	20 years

III. Performance Measures:

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

IV. Activities:

1. The Contractor shall work with the Funded Project to create a disbursement schedule detailing construction milestones and the projected release dates of funds. The Contractor shall deliver a copy of the schedule to the Department no later than 30 days after the date of this Agreement. The contractor shall promptly notify the Department in writing of any material changes to the construction milestones.
2. The Contractor shall notify the Department prior to approving any changes to the description of the Funded Project. Any decrease in the number of affordable units or period of affordability, or any change in the affordability threshold that would make the units less affordable, may result in a decrease of funding in the Department's sole discretion or termination of this Agreement for cause.

3. 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.
4. The Contractor shall enter into an agreement with the Funded Project and deliver copies to the Department. The agreement shall include:
 - A. An obligation to keep the units within the affordability threshold for the specific period of affordability, all 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 to recognize the State of New Mexico's funding contributions using language mutually agreeable to the Parties.
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, and shall require the grantee to 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.
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 Project and obtaining adequate and appropriate security interests in the Funded Project to secure the project developers' duties.
10. Any travel costs submitted for reimbursement must comply with the provisions of the State of New Mexico Per Diem and Mileage Act, including all applicable reimbursement rates, limitations, and documentation requirements.

V. Deliverables (including due dates):

Deadline	Deliverable
30 days after the date of this Agreement	Submit disbursement schedule detailing project milestones and estimated fund release dates for each Funded Project.
At least quarterly and no more than monthly	Submit reimbursement request that includes a Reimbursement Request Cover Sheet (Exhibit B) and invoice and supporting documentation that meets the requirements of the Reimbursement Request Checklist (Exhibit C).
March 31, 2027	Notify the Department if any project is not on schedule to expend all allocated funding
July 15, 2027	Submit Final Request for Payment
Quarterly by these dates: October 15, 2026;	Submit a quarterly report on the status of the project. Before the first due date, the Department will provide specific quarterly report

January 15, 2027; April 15, 2027; July 15, 2027	questions and instructions on how to submit the report. See Exhibit D for example quarterly report.
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The total amount payable to the Contractor under this Agreement shall not exceed Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) 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.

Exhibit B

**Department of Workforce Solutions Office of Housing
HB2 Housing Appropriation
Reimbursement Request Cover Sheet**

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. Funds Requested to Date (do not include amount in this request)	
D. Agreement No.		D. Amount Requested in This Payment	
E. Project Name:		E. Grant Balance (Line B minus Line C minus Line D)	
F. Grant Expiration Date:		F. Final Request for Funding	Yes No

III. Fiscal Year: 2027 (July 1, 2026 – June 30, 2027)

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: _____

****An invoice and supporting documentation shall be submitted with this cover sheet****

Exhibit C
Reimbursement Request Checklist

Department of Workforce Solutions Office of Housing Checklist for Reimbursement Requests	
Required Information	Included/Completed Correctly in Reimbursement Request?
1. Invoice Requirements	
Contractor legal business name	
Vendor mailing address	
Vendor remit to address (if different than mailing address)	
Vendor contact information (phone/email)	
Purchase Order Number	
Agreement Number	
Unique invoice number	
Date invoice was submitted/issued	
Bill to: Department of Workforce Solutions	
Description of goods or services that provides a clear, detailed description of what was provided and that matches the contract and/or purchase order	
Exact dates when the goods or services were performed/provided, which must be on or after the effective date of the agreement.	
Amount due that includes itemized costs (if applicable) and total amount requested for payment.	
3. Supporting Documentation	
Supporting documentation that supports costs for which vendor is seeking reimbursement	
Supporting documentation is organized in the same order as the costs listed on the invoice	
4. Compliance with agreement terms	
Reimbursement request is compliant with scope of work in the agreement	
Reimbursement request is compliant with agreement terms terms (e.g. rates, deliverables, billing frequency)	
5. Format	
Provided as PDF	
All pages oriented in the same direction	

Exhibit D

Department of Workforce Solutions Office of Housing HB2 Housing Appropriation Quarterly Report Form

Contractor:

Agreement Number:

Project Name:

Date Quarterly Report Submitted:

1. Expenditures	Amount
Total Funds Expended this Quarter	
Total Funds Expended Year to Date (including this quarter)	

2. Performance Measures	Amount
Number of new affordable housing units for which construction has commenced since effective date of agreement	
Number of new affordable housing units completed with funding since effective date of the agreement	

3. Project Status

a) Check the phase that the project is currently in:

- ☐ *Pre-development*
- ☐ *Site work/infrastructure*
- ☐ *Vertical construction*
- ☐ *Construction complete, homes are being leased or sold*
- ☐ *Project is fully leased up or all homes are sold*

b) Check one:

- ☐ *The Funded Project(s) and expenditures are ahead of or on schedule.*
- ☐ *The Funded Project(s) and/or expenditures are behind schedule, but we do not have concerns about full expenditure before the deadline. Please address in the narrative below.*
- ☐ *The Funded Project(s) and/or expenditures are behind schedule, and we have concerns about full expenditure before the deadline. Please address in the narrative below.*

c) *Brief a brief narrative on the current status of the project, including an explanation of why project is behind schedule if applicable.*

d) *Provide a brief overview of any roadblocks, hurdles or concerns this reporting period that are causing delays or increasing risk for the project.*

e) *Provide a brief overview of any factors or processes that are expediting or helping the project.*

f) *Did you learn any lessons this reporting period that could help the state advance its efforts to expand affordable housing construction?*