



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Santa Fe Community Housing Trust**, a New Mexico non-profit corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes December 4, 2024 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 24-82 ("RFP") on June 18, 2024, requesting proposals for Housing Rehabilitation and Homebuyer Assistance Program Development and Administration, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated July 8, 2024 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on December 3, 2024; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1. **Generally.** Contractor shall provide services to implement, manage, and report on a comprehensive suite of affordable housing programs and services that assist qualified residents to obtain affordable housing and related services as provided for in the Los Alamos County Code of Ordinances, Chapter 14, as may be amended, and as provided by Contractor's RFP response dated July 8, 2024.
2. **Project Initiation.** Contractor shall, within ten (10) business days from the Effective Date of the Agreement, schedule an in-person kick-off meeting with the County's designated Community Development Department staff ("Project Team"), as determined by the Community Development Director or designee ("Project Manager") at a date, time, to be agreed upon by both Parties.
 - a) In preparation for, and prior to the kick-off meeting, Contractor shall review the Code Section identified below, which includes:

- (1) Los Alamos County Code of Ordinances, Chapter 14, Article VII - Affordable Housing Chapter 14 - Article VII -Affordable Housing
 - (2) Los Alamos County Code of Ordinances, Chapter 18 - Environment. This chapter governs the eventual code compliance for development of property.
- b) As part of the kick-off meeting, the Parties shall, at a minimum:
- i) Establish a mutually agreed upon Implementation Plan to accomplish key tasks with durations for each task conforming substantially to the Contractor's Proposed Implementation Plan. The Implementation Plan shall include, at a minimum, Contractor's anticipated need for travel to Los Alamos, due dates for deliverables, and program milestones.
 - ii) Review the scope of work and identify any issues to be addressed in the course of the program that were not identified in the County's RFP or in the Contractor's Proposal.
 - iii) Establish communication protocols, meeting frequency, and meeting format, with meetings occurring either in-person or online in a virtual format.
- c) Identify document format and data transfer methods between Contractor and Project Team related to the performance of the Agreement.

3. Program Management

- a) Documentation and Meeting Materials.
Contractor shall produce agendas, meeting materials, and provide notes for all calls and meetings, and shall be responsible for preparing, organizing, and maintaining documents created in service of this Agreement. All notes shall be prepared in typed form and furnished electronically to the Project Manager within five (5) business days after the date of the meeting, throughout the term of the Agreement.
- b) Reports. Contractor shall provide to the Project Manager a monthly Program Status report that includes a summary of accomplishments by task, Program participant reporting, activity reports Project assessment, and deliverables for the reporting period in the form mutually agreed upon by County and Contractor.

4. Services

- a) **Homebuyer Assistance Program Services** – As mutually agreed upon in the Kick-Off meeting and identified in the Implementation Plan:
- i) Contractor shall conduct a needs assessment to gain understanding of the housing needs and preferences in Los Alamos County.
 - ii) Contractor shall provide individual counseling to current and potential homeowners or tenants to assist them with improving their home improvement goals and meeting the responsibilities of homeownership or tenancy.
 - i) For homeowners or tenants that qualify under Los Alamos County Code of Ordinances, Chapter 14, Article VII - Affordable Housing Chapter 14 - Article VII - Affordable Housing, Contractor shall provide counseling, services, and case management to support residents in obtaining housing stability.
 - iii) Using Housing and Urban Development (HUD) compliant client management tracking and reporting software, Contractor shall maintain individual confidential case files for Program participants in accordance with Section AD. Confidential Information and all applicable laws related to confidential materials, which contain detailed documentation on the following:

- (1) Discussions regarding alternatives and options available to the client,
 - (2) The action plan(s) decided upon by homeowner or tenant and Contractor,
 - (3) Contractor's financial analysis of the homeowner or tenant,
 - (4) Referral information,
 - (5) Follow-up documentation,
 - (6) Signed disclosures,
 - (7) Documentation required to determine eligibility for programs, and
 - (8) Termination of case.
 - (9) Any additional documentation required for administration of the Program, including but not limited to the items noted above.
- iv) Contractor shall provide in-person group educational sessions, at a frequency to be determined in the Kick-Off meeting, to include the following topics:
- (1) Availability of Homebuyer Assistance and Housing Rehabilitation Programs
 - (2) Pre-purchase/home buying
 - (3) Resolving and preventing mortgage delinquency or default
 - (4) Non-delinquency post- purchase topics such as improving mortgage terms and home improvement
 - (5) Reverse Mortgages
 - (6) Financial literacy for seniors and youth
- v) Contractor shall provide community outreach services on an ongoing basis to inform potential buyers about the availability of Homebuyer Assistance and Housing Rehabilitation programs using the following methods:
- (1) Brochures and flyers
 - (2) Creation of a dedicated informational section on the Santa Fe Community Housing Trust website which contain the Los Alamos County Program details, downloadable application forms and educational resources.
 - (3) Santa Fe Community Housing Trust social media campaigns to raise awareness of the Los Alamos County Program details.
- vi) Contractor shall have sole responsibility for securing the financing, grants, and funding to support these initiatives.
- vii) Contractor shall establish a local loan committee to review all potential loan information for Los Alamos County Homebuyer Assistance Program participants to include:
- (1) Demographics,
 - (2) Loan Amount
 - (3) Debt to Income Ratios
 - (4) AMI percentages
 - (5) Family financial planning
 - (6) Funding amount requested
 - (7) Any additional documentation required for administration of the Program, including but not limited to the items noted above.
- viii) Contractor shall work with the Los Alamos County Assessor's office to ensure qualified Homebuyer Assistance Program participants are applying their Affordable Housing status to their property tax assessments.
- ix) Contractor shall develop a report to identify individuals and families waiting for homes.
- x) Contractor shall maintain a record of activities to affirmatively further fair housing including discrimination complaint processing.
- xi) Contractor shall provide Reverse Mortgage Counseling to interested seniors over the age of 65 years of age

- xii) Contractor shall provide reports to Los Alamos County Project Manager with program participant data
 - xiii) Contractor shall maintain office hours, in a location secured by the Contractor, in Los Alamos County a minimum of two days per week.
- b) **Housing Rehabilitation Program Services** - As mutually agreed upon in the Kick-Off meeting and identified in the Implementation Plan:
- i) Contractor shall collaborate with local contractors and suppliers to ensure high-quality work and cost-effective solutions to include partnering with energy efficiency experts to integrate sustainable practices into rehabilitation projects.
 - ii) Contractor shall establish a user-friendly application for homeowners to apply for assistance and provide application support through community outreach and on-site assistance.
 - iii) Contractor shall dedicate personnel to oversee the projects with regular inspections and quality control throughout the process.
 - iv) Contractor shall adhere to state and local building codes and zoning regulations during all phases of the home rehabilitation process.
 - v) Contractor shall conduct post-rehabilitation assessments to ensure compliance and homeowner satisfaction.
 - vi) Contractor shall maintain office hours, in a location secured by the Contractor, in Los Alamos County a minimum of two days per week.
- c) **Consultation and Development of Alternative Programs**
Contractor will work with Los Alamos County to determine future needs for alternative programs, as provided in Contractor's RFP response incorporated herein by reference, to include but not be limited to:
- i) Shared Equity Housing Programs to create long-term affordable homeownership through shared equity models in order to retain a portion of equity in homes and reduce initial purchase costs for buyers.
 - ii) Acquisition of land in Los Alamos County for development of homes for low and moderate income families,
 - iii) Development of rent-to-own programs to provide a pathway to homeownership for families not yet ready or able to procure a mortgage.
 - iv) Development of municipal infrastructure capacity in support of affordable housing.
 - v) Management of permanent affordability requirements and properties.
 - vi) Acquisition and rehabilitation of vacant, underutilized, or abandoned properties to increase affordable housing units
- d) **County Responsibilities**
- i) County shall allocate funds sufficient to reimburse loans made under the program of at least a minimum of FOUR HUNDRED THOUSAND (\$400,000.00) dollars per year with the option to increase this amount based on Council appropriated funding.

SECTION B. TERM: The term of this Agreement shall commence December 4, 2024, and shall continue through December 3, 2027, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to two (2) additional two-year periods, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed TWO MILLION THIRTY-SIX THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS AND 19/100 (\$2,036,373.19), which includes both labor and direct costs and does not include applicable New Mexico gross receipts taxes (“NMGRT”). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County’s Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County’s receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County’s name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:

County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

- 1. Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Daniel Osborn
Incorporated County of Los Alamos
1000 Central Avenue, Suite 150
Los Alamos, New Mexico 87544
E-mail: Daniel.osborn@lacnm.us

Contractor:

Director of Operations
Santa Fe Community Housing Trust
6005 Jaguar Drive, Suite 101
Santa Fe, NM 87507

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: ~Attorney@lacnm.us

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the Parties, and each Party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither Party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

SECTION AD. CONFIDENTIAL INFORMATION: Any confidential information of one Party that is provided to the other Party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit B. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____ **DATE**
ANNE W. LAURENT
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

SANTA FE COMMUNITY HOUSING TRUST, A NEW MEXICO NON- PROFIT CORPORATION

BY: _____ **DATE**
ROMAN ABEYTA
CHIEF EXECUTIVE OFFICER

**Exhibit A
Compensation Rate Schedule
AGR24-82**

Santa Fe Community Housing Trust-Homebuyer Assistance Program Costs

	Hourly Rates	Total Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Direct Labor (Hourly Rate by Classification)*									
Housing Counselor	\$36.41	2080	\$75,733.00	\$80,276.98	\$85,093.60	\$90,199.21	\$95,611.17	\$101,347.84	\$107,428.71
Admin. Assistant	\$27.37	1040	\$28,465.00	\$30,172.90	\$31,983.27	\$33,902.27	\$35,936.41	\$38,092.59	\$40,378.15
TOTAL LABOR (Increase of 6% in each year for cost of living.)			\$104,198.00	\$110,449.88	\$117,076.87	\$124,101.49	\$131,547.57	\$139,440.43	\$147,806.85

*The first 6-12 months will include meeting with Los Alamos County and partners to discuss housing needs, setting , goals for program, marketing effortseducation for lenders on affordable housing, and overall set up with expectations and policies and procedures for the program.
Time will be billed on activities for Los Alamos only as the total are estimates for the year.

Direct Costs*

Travel, Mileage @ 0.67 rate per miles (Increase of 6% for mileage)	Approx. 2 visits per week (68 mi) x 52 weeks	\$2,369.00	\$2,511.14	\$2,661.81	\$2,821.52	\$2,990.81	\$3,170.26	\$3,360.47
Reproduction/Printing/Binding (Increase of 6% for cost increase with supplies and printing)		\$5,000.00	\$5,300.00	\$5,618.00	\$5,955.08	\$6,312.38	\$6,691.13	\$7,092.60
Supplies (Increase of 6% for cost increase with supplies and printing)		\$5,000.00	\$5,300.00	\$5,618.00	\$5,955.08	\$6,312.38	\$6,691.13	\$7,092.60
TOTAL DIRECT COSTS		\$12,369.00	\$13,111.14	\$13,897.81	\$14,731.68	\$15,615.58	\$16,552.51	\$17,545.66

*Travel and Mileage will be for Housing Trust staff to attend meetings, educational training for partners, and overall set up work for the program. The reproduction and supplies category are estimates for the year.

Expenditures will be billed based on needs and agreements with Los Alamos County.

Subcontractor Costs (if applicable)*

Office Rental		\$6,000.00	\$6,360.00	\$6,741.60	\$7,146.10	\$7,574.86	\$8,029.35	\$8,511.11
Training		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL SUBCONTRACTOR COSTS		\$11,000.00	\$11,360.00	\$11,741.60	\$12,146.10	\$12,574.86	\$13,029.35	\$13,511.11

*Original proposal included estimated amounts for office rental space. Discussions will be held with Los Alamos County on potential existing space that may be available for closed door meetings with clients and housing counselor. This will be after discussions on goals for program, marketing, and program specifics are completed which could take up to 6 months to 1 year. Costs included at this time which are estimated from average rental costs in Los Alamos.

When the Housing Trust gets to the point to meet with clients, work can start through Zoom (virtual) until final arrangements are made regarding space.

TOTAL COST		\$127,567.00	\$134,921.02	\$142,716.28	\$150,979.26	\$159,738.01	\$169,022.29	\$178,863.63
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Santa Fe Community Housing Trust-Housing Rehabilitation Costs

	Hourly Rates	Total Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Direct Labor (Hourly Rate by Classification)*									
Development Specialist	\$42.77	1040	\$44,481.00	\$47,149.86	\$49,978.85	\$52,977.58	\$56,156.24	\$59,525.61	\$63,097.15
Director of Development	\$67.33	520	\$35,012.00	\$37,112.72	\$39,339.48	\$41,699.85	\$44,201.84	\$46,853.95	\$49,665.19
Director of Development	\$27.37	1040	\$28,465.00	\$30,172.90	\$31,983.27	\$33,902.27	\$35,936.41	\$38,092.59	\$40,378.15
TOTAL LABOR (Increase of 6% in each year for cost of living)			\$107,958.00	\$114,435.48	\$121,301.61	\$128,579.71	\$136,294.49	\$144,472.16	\$153,140.49

*The first 6-12 months will include meeting with Los Alamos County and partners to discuss housing rehab needs, setting goals for program, marketing efforts, and overall set up with expectations and policies and procedures for the program. Time will be billed on activities for Los Alamos only as the total are estimates for the year.

Direct Costs*

Travel, Mileage @ 0.67 rate per miles (Increase of 6% for estimated fee increase in mileage)	Approx. 2 visits per week (68 mi) x 52 weeks	\$2,369.00	\$2,511.14	\$2,661.81	\$2,821.52	\$2,990.81	\$3,170.26	\$3,360.47
Reproduction/Printing/Binding								
Supplies								
TOTAL DIRECT COSTS		\$2,369.00	\$2,511.14	\$2,661.81	\$2,821.52	\$2,990.81	\$3,170.26	\$3,360.47

*Travel and Mileage will be for Housing Trust staff to attend meetings, educational training for partners, and overall set up work for the program. The reproduction and supplies category are included with the Homebuyer Services cost estimates. Expenditures will be billed based on needs and agreements with Los Alamos County.

Subcontractor Costs (if applicable)*

Office Rental (Increase of 6% for estimated fee increase in rent)		\$6,000.00	\$6,360.00	\$6,361.06	\$6,741.60	\$6,742.72	\$7,146.10	\$7,147.29
Training								
TOTAL SUBCONTRACTOR COSTS		\$6,000.00	\$6,360.00	\$6,361.06	\$6,741.60	\$6,742.72	\$7,146.10	\$7,147.29

*Original proposal included estimated amounts for office rental space. Discussions will be held with Los Alamos County on potential existing space that may be available after discussions on goals for program, marketing, and program specifics are completed which could take up to 6 months to 1 year. The work on rehab can be done virtually until we get to the point when office space is needed.

TOTAL COST		\$116,327.00	\$123,306.62	\$130,324.48	\$138,142.82	\$146,028.02	\$154,788.51	\$163,648.25
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*Travel Guidelines

If Offeror's travel costs are proposed as direct reimbursable costs, copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

Exhibit B
Confidential Information Disclosure Statement
AGR24-82

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	Contractor	County
Name:		
Title:		
Address:		
City/State/Zip:		Los Alamos, New Mexico 87544
Email:		

2. Definitions:
 - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
 - b) **Discloser** - the party disclosing Confidential Information.
 - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser’s prior written approval.
 - d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.