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City of Las Cruces[®]
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Council Action and Executive Summary

Item # 12 Ordinance/Resolution# 11-149 Council District: N/A

For Meeting of January 3, 2010
 (Adoption Date)

TITLE: A RESOLUTION ADOPTING A NEW "COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICES APPLICATION AND GUIDE," AS RECOMMENDED BY THE HEALTH AND HUMAN SERVICES ADVISORY COMMITTEE (HHSAC).

PURPOSE(S) OF ACTION: To approve a new, updated "Community Development Block Grant (CDBG) Public Services Application and Guide," as recommended by the HHSAC for use starting in the PY 2011 (City FY2012).

Drafter and Staff Contact: Jean Barnhouse-Garcia <i>JBG</i>		Department: Community Development <i>BD</i>		Phone: 528-3048	
Department	Signature	Phone	Department	Signature	Phone
Department Director	<i>DW</i>	528-3066	Budget	<i>[Signature]</i>	541-2107
			Assistant City Manager	<i>[Signature]</i>	541-2271
Legal	<i>[Signature]</i>	541-2128	City Manager	<i>[Signature]</i>	541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: Based on the recommendations of the HHSAC and public comments from non-profit organizations and the general public, the HHSAC and City staff have developed a new "Community Development Block Grant (CDBG) Public Services Application and Guide" for use starting in PY 2011 (City FY2012 application cycle). HHSAC members and City staff met in public meetings and work sessions on September 29, and October 6, 2010, to make collaborative revisions to the Guide. A public input meeting regarding the CDBG Public Services Application and Guide was held on November 10, 2010. Requests for public comment regarding the proposed Application and Guide and the accompanying Two-Year Funding Cycle were posted on the City's website and distributed on a comprehensive email listserv of non-profit organizations, governmental entities, members of the general public and the Interagency Council's online information and referral service. The public comment period began October 22, 2010 and ended November 19, 2010.

Based on the HHSAC recommendations and public comment, highlights to the revised CDBG Public Services Application and Guide are:

- A more concise version of the CDBG Public Services Application with fewer questions and improved program performance measures;
- A two year funding cycle, with renewed funding based on overall program performance, quality of data collection methods and record keeping, satisfactory monitoring reviews and availability of CDBG funding from HUD;

- Emphasis on awarding CDBG Public Services funding to non-profit organizations with a strong organizational capacity to implement the proposed project;
- A minimum funding allocation of \$15,000 and a maximum funding allocation of \$40,000; and
- A mandatory pre-application workshop for applicants who meet the program's eligibility criteria in their approved Letter of Intent.

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A" – CDBG Public Services Application and Guide.
3. Attachment "B" – HHSAC meeting minutes of December 8, 2010 for formal recommendation of the Guide to City Council
4. Attachment "C" – Public input meeting minutes of November 10, 2010
5. Attachment "D" – Previous CDBG Public Services Application and Guide

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
<input type="checkbox"/>		Proposed funding is from fund balance in the _____ Fund.	
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE:

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution. Such action would approve the revised "CDBG Public Services Application and Guide" as recommended by the Health and Human Services Advisory Committee with public input from various non-profit agencies and the general public.
2. Vote "No"; this will deny the Resolution. Such action would not approve the revised "CDBG Public Services Application and Guide," and thus not adopt the recommendations of the Health and Human Services Advisory Committee, requiring continued use of the existing guide.
3. Vote to "Amend"; this could modify the Resolution at Council's discretion, then vote "Yes" on the amended Resolution. Modification would be based on the Council's direction.
4. Vote to "Table"; this could postpone the Resolution. Council would need to provide direction to staff.

REFERENCE INFORMATION

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution No. 10-192

RESOLUTION NO. 11-149**A RESOLUTION ADOPTING A NEW "COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICES APPLICATION AND GUIDE," AS RECOMMENDED BY THE HEALTH AND HUMAN SERVICES ADVISORY COMMITTEE (HHSAC).**

The City Council is informed that:

WHEREAS, the mission of the U. S. Department of Housing and Urban Development (HUD) is "to help people create communities of opportunity," with an expressed goal of developing a viable urban community by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons; and

WHEREAS, to implement HUD's mission and goals, the City receives Entitlement funding for the Community Development Block Grant (CDBG) to help Las Cruces create a "community of opportunity" utilizing a maximum dedication of 15% of the entitlement funds and program income for public services through non-profit and other eligible agencies, which the City opts to do annually; and

WHEREAS, the Health and Human Services Advisory Committee and City staff from the Neighborhood Services Section of the Community Development Department, have collaborated since September 2010 to update and revise the "Community Development Block Grant (CDBG) Public Services Application and Guide;" and

WHEREAS, if approved and adopted by City Council, the Guide would be used to develop the CDBG Public Services funding recommendations for the upcoming City Program Year 2011 (City Fiscal Year 2012) application process.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the "CDBG Public Services Application and Guide," as shown in Exhibit "A," attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT the Health and Human Services Advisory Committee and City staff are hereby authorized to update the Guide for dates and non-substantive issues in future years beyond PY 2011 and until replaced by a new Guide, in the future, if any.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____ 20____.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

VOTE:

- Mayor Miyagishima: _____
- Councillor Silva: _____
- Councillor Connor: _____
- Councillor Pedroza: _____
- Councillor Small: _____
- Councillor Sorg: _____
- Councillor Thomas: _____

APPROVED AS TO FORM:



City Attorney

**CITY OF LAS CRUCES
CDBG PUBLIC SERVICES APPLICATION AND GUIDE**

Application Deadline: Friday, February 4, 2011, 4:30 pm

**Hand-Deliver one (1) original application with required attachments and eight (8) copies to:
New City Hall, 700 N. Main Street, Rm. 1131A, Las Cruces, NM, 575-528-3048**

CDBG PUBLIC SERVICES PRIORITIES

FY 2006-2010 Consolidated Plan Priority	CDBG Public Services Activities (City of Las Cruces Consolidated Plan FY 2006- 2010) *	Check only one (1)
High	Abused and Neglected Children	
	Battered and Abused Spouses	
	Handicapped Services	
	Public Services – General (i.e. Homeless Services)	
	Youth Services	
Medium	Child Care Services	
	Crime Awareness	
	Employment Training	
	Fair Housing Activities	
	Health Services	
	Mental Health Services	
	Senior Services	
	Substance Abuse Services	
	Tenant / Landlord Counseling	
Low	Homeownership Asst. (not direct)	
	Legal Services	
	Rental Housing Subsidies	
	Screening-Lead-Based Paint / Hazards	
	Security Deposits	
	Subsistence Payments	
	Transportation Services	

* CDBG Public Service Priorities and Activities are identified in the FY 2006-2010 City of Las Cruces Consolidated Plan. For further explanation, see Section II of this document, "Consolidated Plan and Process," page 10.

GENERAL INFORMATION

Applicant Organization Information:	
Name of Organization:	
Address/City/State/Zip:	
Phone:	Fax:
Primary Contact Information:	Alternative Contact Information:
Project Manager:	Alternative Contact:
Title:	Title:
Phone:	Phone:
Email:	Email:
Fax:	Fax:
Name of Grantwriter:	
Phone:	Email:

2) List the Goals and Objectives of Your Proposed Program:

Minimum Points: 1; Maximum Points: 20

3) What specific CDBG Public Services Priorities (see Chart on page 1) does this project address, and why?

Minimum Points: 1; Maximum Points: 10

4) BUDGET SUMMARY & BUDGET JUSTIFICATION

**Minimum Points: 1;
Maximum Points: 40**

Part A – Budget Summary

Organization:	
Project:	

Instructions: Please complete the budget summary. Indicate the amount of CDBG Public Service funds needed for each expenditure classification. Also include other funds for the project from federal, state and private sources. Columns A, B, C & D must add up to Column E (Total Budget) needed for the project.

		A	B	C	D	E
Line Item	EXPENDITURE CLASSIFICATION	CDBG PUBLIC SERVICE FUNDS	OTHER FEDERAL FUNDS	STATE FUNDS	PRIVATE FUNDS	TOTAL BUDGET* *
501-001	Permanent Position, Full Time					
501-101	Permanent Position, Part Time					
501-003	Temporary Positions					
502-006	Employment Liability Insurance					
502-007	Other Employee Benefits *					
602-001	Office Supplies					
602-002	Operating Supplies					
602-003	Repair & Maintenance Supplies					
602-004	Small Tools					
602-005	Motor Oil and Fuel					
602-006	Library Books and Periodicals					
602-007	Magazines and Periodicals					
602-008	Audio Visual Aids					
602-009	Wearing Apparel					
603-001	Postage and Federal Express					
604-001	City Service (water, waste, etc)					
604-002	Electricity					
604-003	Telephone					
604-004	Utility Services – Other					
605-001	Legal Services					
605-002	Auditing Services					
605-003	Engineering Services					
605-004	Architectural Services					
605-005	Maintenance Agreements					
605-006	Fees or Service Charges					
605-007	Advertising					
701-001	Landscape Maintenance					
701-002	Required Building Repair & Maintenance					
701-003	Auto or Truck Repair					
701-004	Equipment Repair					
702-001	Building or Land Rental					
702-003	Vehicle Rental					

A B C D E

Line Item	EXPENDITURE CLASSIFICATION	CDBG PUBLIC SERVICE FUNDS	OTHER FEDERAL FUNDS	STATE FUNDS	PRIVATE FUNDS	TOTAL BUDGET**
702-004	Equipment Rental					
704-001	Liability Insurance					
704-002	Property Insurance					
704-003	Fidelity Insurance					
708-001	Transportation (in-state only)					
708-002	Per Diem (in-state only)					
708-003	Registration Fees					
708-004	Miscellaneous Costs					
708-005	Training and Education					
801-001	Land-Vacant					
801-002	Land-Buildings or Other					
801-003	Land-Right of Way					
802-001	Land Improvements					
804-004	Furniture and Fixtures					
803-001	Building Improvements					
804-001	Automobiles					
804-002	Trucks and Vans					
804-003	Heavy Equipment					
804-004	Furniture and Fixtures					
804-005	Office Equipment					
804-006	Data Processing					
804-007	Shop Equipment					
900-001	Client Housing (rent, utilities, deposit)					
900-002	Client Support (medical, classes)					
	TOTAL:					

A B C D E

* Other Employee Benefits may include costs of health insurance, workers' compensation, FICA, unemployment insurance

All funding sources for this proposed project must be listed below:

Name of Funding Sources for this Project	Amount
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
Total:	\$

Part B – BUDGET JUSTIFICATION

Organization:	
Project:	

Briefly and specifically describe each line item listed on Part A in a separate paragraph below (limit to the space provided):

Salaries & Benefits (Category 501-502): Specify all full-time and part-time position(s), hours per week and rate of pay per hour (including salary positions), insurance and other employee benefits.

Operating Expenses and Postage (Category 602-603): Specify the type(s) of expenses and services.

Utilities (Category 604): Specify the type of utility and company name(s) if known. If subject to bid, please state “To seek bids” and include a brief summary of the bidding process.

Services, Repairs, Rentals and Insurance (Categories 605, 701, 702, 704): Specify the type of company, if known.

Travel, Registration, Miscellaneous, Training & Education (Category 708): Allowable travel and training costs are for in-state only. Specify reason for travel, mode of transportation and distance to be traveled. If daily or weekly travel, please indicate as such and provide average mileage with calculations. For training, provide type of training, duration, date(s) of training and location(s).

Land, Buildings, Capital Expenditures (Categories 801, 802, 803, 804): Specify what type of item(s) and equipment, including technical specifications if applicable.

Client Housing and Support (Category 900): Specify what type of client housing (rent, utilities, security deposits, etc.) or client support (medications, medical screenings, health care classes, etc.)

APPLICATION SUBMISSION CHECKLIST

All applications must include the following documents to be considered for processing. Do not submit in spiral covers, binders, folders or plastic covers. Use binder clips only. Submit in the following order:

- One (1) UNSTAPLED original application with required attachments, and EIGHT (8) UNSTAPLED COPIES (application only).** Original application and copies must be three hole punched to fit three ring binders. Use binder clips only.

Required Attachments include:

- Proof of Non-Profit Status – IRS Tax Exemption Determination Letter
- Most Recent Independent Audit or Financial Statement
- List of Current Board Members' names, physical addresses, mailing addresses, phone numbers, and email addresses
- Articles of Incorporation and By-Laws
- Statement of Insurance
- Signed letter from the Board of Directors or designated authorized official authorizing submission of the application
- One (1) page (maximum) Resume(s) of current employees to be funded by the project

All Applications must be submitted by:
Friday, February 4, 2011, 4:30pm

Applications submitted after the 4:30pm deadline will not be accepted.

I. PURPOSE

The purpose of this document is to define the general procedures and criteria for consideration of Public Service programs to be included in the City's Consolidated Plan. Programs would be funded with City of Las Cruces Community Development Block Grant funds. The information presented herein should provide guidance so that applications submitted are reflective of the needs and priorities established by the community.

The mission of the U.S. Department of Housing and Urban Development (HUD) is "to help people create communities of opportunity." One of the expressed goals is to develop a viable urban community by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate-income persons. "Established by the Housing and Community Development Act of 1974, the Community Development Block Grant Program (CDBG) is the federal government's primary means to support local efforts in the regeneration and stabilization of neighborhoods. To implement HUD's goals, the City of Las Cruces receives entitlement funding for the Community Development Block Grant (CDBG) and HOME programs. These resources are made available to help Las Cruces create a "community of opportunity."

As part of this effort, the CDBG program requires a maximum dedication of 15% of our entitlement funds for the implementation of public services through non-profit and other eligible agencies. Allowable expenditures for CDBG public services funds are described in the Code of Federal Regulations 570.201(e) and include employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (non-payments), homebuyer down-payment assistance, or recreational needs.

II. CONSOLIDATED PLAN & PROCESS

The CDBG and HOME programs further the goal of reinventing government by incorporating public input. The instrument to accomplish this goal is the City's Consolidated Plan. The Consolidated Plan is the tool that HUD entitlement communities, such as the City of Las Cruces, use to identify neighborhood development needs, actions to address those needs, activities on which CDBG dollars will be spent, and performance measures for assessing the success of the Consolidated Plan.

Each year the City must review and update this section of the Consolidated Plan, which includes the Action Plan. The Action Plan identifies the activities that will be undertaken or funded during the coming year. The City is required to update the Consolidated Plan by following a detailed citizen participation process. The process continues when the draft Plan is presented to the community and City Council. The City Council reviews the Action Plan and approves it in its final form. The draft Action Plan is subject to change and modification by the City Council.

Once the Action Plan is approved by City Council, the City submits it to HUD. Contingent upon the release of funds from HUD, contracts and agreements are entered into and programs are undertaken. Before any program begins, an appropriate contract, joint powers or interdepartmental agreement must be in place with organizations or units of government involved with the approved Public Service Programs.

III. PROGRAM CONSIDERATIONS

A. Funding Policies

Beginning in FY 2010, CDBG Public Services funds will be allocated on a two (2) year funding cycle. Agencies awarded CDBG Public Service funds will receive funding for a two (2) year funding cycle. However, second year funding is contingent upon satisfactory contract performance and monitoring reviews, and providing there are no reductions of CDBG funds at the federal level. Failure to meet the required contractual obligations or pass the annual monitoring review during Year One of the funding cycle may result in the Sub-recipient's loss of Year Two funding. If the Sub-recipient is not funded for Year Two, the program's remaining fund balance may be reallocated to other CDBG Sub-recipients. Funding priorities are regularly reviewed and changed and no organization is assured of funding in subsequent years. See **ADDENDUM** for a full description of the Two Year Funding Cycle.

Public service funds are limited by Federal regulation. The City will make available 15% (fifteen percent) of the current year Community Development Block Grant (CDBG) allocation for public service programs. This is the maximum amount authorized under current federal regulations. These programs must represent either a new service or an increased effect in an existing level of service and exclusively serve City residents.

Public and private non-profit service agencies (i.e. 501[c]3) will be considered. The City may request additional information or documentation to verify corporate status of agencies applying for or to support application statements. This could include up-to-date licenses for all qualified personnel.

“Incomplete applications will not be considered.”

The Committee uses the applicants' final scores, as determined by the application and presentation, to allocate the recommended funding amount for each grant award. **The maximum amount for each recommended grant award is \$40,000. The minimum amount for each recommended grant award is \$15,000.** The Committee will make their funding recommendations starting with the top ranked applications. Rankings and funding recommendations are then sent to City Council for final decision as a separate Resolution, and as part of the City Annual Budget approval process. Rankings and funding recommendations are then sent to City Council for final approval and inclusion in the Action Plan.

B. Organizations Eligible To Submit Applications

City entities, other governmental entities and private nonprofit organizations may submit proposals for public services. Non-profit entities, to be eligible, must already have an established exemption status and must be able to provide a copy of their most current 501(c)3 designation from the Internal Revenue Service. The City may request additional information or documentation to verify corporate status of agencies applying for or to support application statements. This could include up-to-date licenses for all qualified personnel.

Non-profit entities, to be eligible, must also have the organizational capacity to carry out the proposed activity and to meet the record keeping and reporting requirements of the CDBG Public Services Program.

Applications for funding will be accepted from all eligible organizations whether they have previously received CDBG Public Service grants or not. For organizations previously funded, failure to perform in a timely manner or meet program requirements may be grounds for not being considered for future funding. This is to encourage timely completion of the previously funded programs and to maximize participation in the CDBG Public Service Program. Additionally, any findings of noncompliance from a monitoring visit of any program must be resolved by the next application deadline date.

C. **Final Decisions**

City Council retains final authority to make the final funding determination on all projects. The recommendation from the Health and Human Services Advisory Committee is only a recommendation to help guide the City Council.

Duplication of programs currently addressing the same need within the community may be grounds for disqualification from consideration. Such decisions will be made by the City Council based on a recommendation from the Health and Human Services Advisory Committee.

D. **Conflict of Interest**

In accordance with 24 CFR 570.611 (CDBG Conflict of Interest Regulations) all appointed members of the Health and Human Services Advisory Committee will complete a Conflict of Interest Disclosure form for notification to the City Council on a yearly basis. Committee members with a Conflict of Interest will not be allowed to continue to serve on the Health and Human Services Advisory Committee.

IV. ELIGIBLE PROGRAMS

To be eligible for funding and to be included in the Consolidated Plan (Action Plan section) programs:

- A. Must meet one of the national goals; and
- B. Must fall under one of HUD's list of accepted activities;
- C. Must be consistent with the Consolidated Plan Priorities.

The list of accepted activities is extensive and covers many areas. Meeting a national goal, however, is often more difficult. Approved programs must meet the national objective of benefiting low- and moderate-income persons (Appendix B). As defined by HUD, this means demonstrated service to predominantly or exclusively low- and moderate-income persons. To demonstrate this, each program must be able to maintain the records that confirm the goal is being met.

In general, the national objective of benefiting low- and moderate-income persons fall principally under two major categories. These two categories are low and moderate (L/M)

income area benefits and limited clientele benefits. The categories of L/M housing and L/M jobs are similar to the category of limited clientele. The formal National Objective Matrix is found in Appendix B of this Handbook.

L/M Income Area Benefit Activities: An area benefit activity is an activity; which meets the identified needs of L/M income persons residing in an area where at least 51% of the residents are L/M income persons. The benefits of this type of activity are available to all persons in the area regardless of income. Records must be maintained that include boundaries of the service area and income characteristics of families and unrelated individuals in the service area. The map on the following page identifies areas of L/M persons within the City of Las Cruces.

L/M Income Limited Clientele: An activity which provides benefits to a specific group of persons rather than everyone in an area generally. It may benefit particular persons without regard to the area in which they reside, or it may be an activity; which provides benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51% of the beneficiaries of the activity must be L/M income persons.

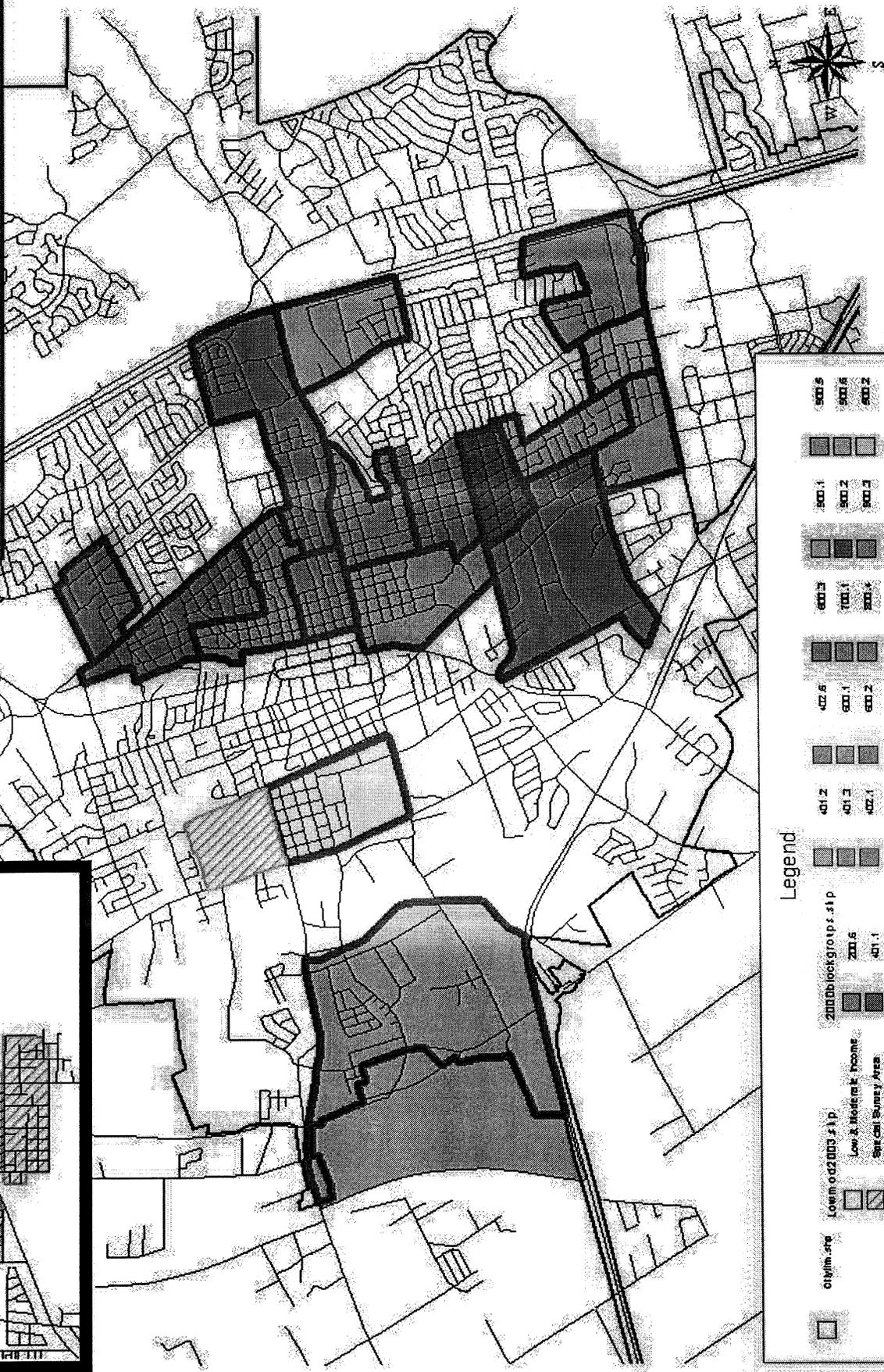
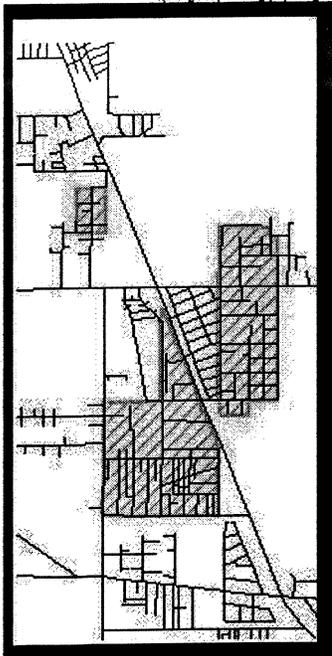
Nature and Location Concluded Activity: An activity that is of such nature and in such location that it may be concluded that the activity's clientele will primarily (51% or more) be low- and moderate-income persons.

The priorities for funding CDBG Public Services are listed in the *Priority Needs Summary Table*, and are set by the City Council. (Appendix C)

V. CLIENT CITIZENSHIP OR QUALIFIED ALIEN ELIGIBILITY

Effective July 2008, a program directive was issued stating all City-funded programs (including CDBG Public Services and Health Related Public Services) must provide proper documentation of citizenship or qualified alien eligibility for each client the agency serves. A copy of the directive and supporting Federal Register excerpts will be given to each agency that receives a CDBG Public Service or Health Related Public Service funding award.

Eligible Low-Moderate Income Area
Census Tracts and Block Groups



Legend

- City/In. Area
- Low & Moderate Income
- Special Survey Area
- 2000 Block Groups s1p
- 401.2
- 401.3
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VI. CONTRACTUAL REQUIREMENTS

- A. Under City and Federal laws and regulations, certain requirements must be met in order to negotiate an agreement and disburse funds. These requirements include the following:
- 1) Except for economic development projects and certain types of housing projects, applicants must demonstrate that they are a private, non-profit or governmental agency.
 - 2) After an application is approved for funding, an agreement will be prepared and sent by the City to the person identified by the applicants as the authorized official for signature (See Appendix D). The agreement will specify the amount of the award, the period for which the project is approved, duration dates, and administrative provisions. Grantee recipients will be required to file regular reports on expenditures, progress towards goals, and beneficiaries. Forms for these reports will be provided.
 - 3) If the application is awarded funding, any deviation from the original proposed project may require review and recommendation from the Committee and final approval by the City Council.
 - 4) Grantee recipients will be required to obtain adequate insurance covering worker's compensation, bodily injury, property damage, or automobile liability, depending on the nature of the project. Grantees will be responsible for obtaining any necessary licenses and for complying with applicable federal, state, and municipal laws, codes and regulations.
 - 5) Recipients will be required to comply with affirmative action and equal opportunity laws. In the event of non-compliance, the agreement may be terminated or suspended in whole or in part.

VII. SUBMISSION REQUIREMENTS - GENERAL

A. Letter of Intent (LOI)

1. Each potential applicant must submit a Letter of Intent (LOI). Publication of the LOI process is posted annually on the City's website at www.las-cruces.org. The LOI will be mailed to potential applicants and emailed to Citywide information and referral websites for maximum distribution.
2. **Only one (1) LOI may be submitted by an organization for CDBG Public Services funding.**
3. **CITY STAFF'S REVIEW OF ALL LOI'S IS FOR INITIAL DETERMINATION OF PROGRAM ELIGIBILITY ONLY.** After the initial determination of program eligibility, City staff will email or send an application for CDBG Public Services funding to the eligible applicant agency.

4. Eligible applicants are encouraged to attend a **non-mandatory** CDBG Public Services pre-application meeting conducted by City staff.

B. Applications

1. The Health and Human Services Advisory Committee and City staff review the CDBG Public Services applications.
2. Only one (1) application may be submitted by an organization for CDBG Public Services funding.
3. Applications may be either hand-delivered or mailed. In either case, the **UNSTAPLED** original application (with required attachments) must be received in the Neighborhood Services Office no later than **Friday, February 4, 2011 at 4:30pm.** **(Note: The application deadline date shall be changed for each calendar year at the discretion of City staff and the Health and Human Services Advisory Committee.)** Submit one (1) original application and eight (8) copies, with one (1) copy of the required attachments to:
 Jean Barnhouse-Garcia
 Neighborhood Programs Specialist – Public Services
 Community Development Department – Neighborhood Services Section
 City of Las Cruces
 Physical: City Hall, 700 N. Main Street, Rm. 1131A, Las Cruces, NM
 Mailing: P O Box 20000, Las Cruces, NM 88004
4. An applicant may submit an amended application before the closing time and date stated above. Such amended applications must be complete replacements from the previously submitted application and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble application materials.
5. Applications received after the deadline will not be considered for funding.
6. Incomplete applications may be rejected by the City of Las Cruces staff or the Health and Human Services Advisory Committee. The City of Las Cruces and the Committee reserve the right to deny all applications that do not meet the minimum requirements of the application process, HUD, the State of New Mexico, and/or the City of Las Cruces.
7. Applicants must forward only the documents and attachments required by the application, the City of Las Cruces staff and the Health and Human Services Advisory Committee. All other documents and attachments will be refused.
8. Joint applications are allowed when two or more eligible organizations wish to address a common problem. One organization will be designated to serve as the lead applicant, will be the recipient of the funds, and will be subject to the administrative requirements. Joint applications must be accompanied by a letter of agreement, from all of the organizations stating their intention to cooperate on the project. Authorized individuals from each organization must sign the letter of agreement.

9. Subcontractors and other business associations to be used by the applicant in performance of the scope of work shall be identified with specificity in the application.

VIII. STEPS TO THE SELECTION AND EVALUATION PROCESS

- Step 1** Applicants must complete the Letter of Intent process outlined in Section VII.A.
- Step 2** Applicants must complete the application and submit the application by the deadline. Submit one unbound original of the application and required attachments (See Application Submission Checklist on page 9).
- Step 3** Staff reviews applications for eligibility determination, full submittal requirements and completes the technical scoring on eligible applications.
- Step 4** Staff provides notice of eligibility to all applicants.
- Step 5** Eligible applications are submitted to the Health and Human Services Advisory Committee.
- Step 6** Health and Human Services Advisory Committee members read all eligible applications and individually score all applications. All scoring will be accomplished using the provided worksheet for each application (see Appendix A).
- Step 7** The Health and Human Services Advisory Committee will hold a public hearing to listen to presentations from all of the eligible applicants. **Applicants must arrive on time and be present at the beginning of the HHSAC public hearing, regardless of the scheduled time slot for their presentation.**
- Step 8** Applicants will make a presentation of their proposal to the Committee. Presentations will be limited to 5 minutes, and a one (1) minutes presenter's response to the Committee members' questions. If possible, the grantwriter should make the presentation since s/he is likely the most informed about the proposed project. If the grantwriter is unable to make the presentation, the presenter must be informed about the details of the application, including budgetary and programmatic issues. Only one (1) presenter is allowed for the presentation. Presentations about the proposed projects should be clear, concise, informative and accurate. Presenters should not bring their clients to the presentations. No brochures, posters, or Powerpoint presentations are allowed at the presentation to the Committee.
- Step 9** Rankings will be conducted separately from the public hearing. The Committee members can use the information gathered from the presentations to help in scoring the applications for the subjective provisions of the worksheet only and make any revisions to their rankings/scores at that time.
- Step 10** The Health and Human Services Advisory Committee members submit completed worksheets to staff for tabulation at the public hearing after all presentations.

- Step 11** Staff tabulates the totals for each application. If at least five (5) members of the seven member committee have scored worksheets, then the staff shall eliminate high and low scored worksheets. If fewer than five members score worksheets, then all shall be tabulated. All scores for that application are combined (except for high and low scores if at least five are submitted) giving a total score for each application.
- Step 12** The tabulations are then presented to the Health and Human Services Advisory Committee in public hearing, which are the final rankings.
- Step 13** The Health and Human Services Advisory Committee uses the final rankings to determine funding amounts for each agency, starting with the top ranked agencies and working down the list. However, this does not necessarily mean that any application will be funded at the full requested amount. If the Committee members agree, by majority vote of the committee members present in a public meeting, that any lower ranked application will not be considered further, City staff will record the affected applications and the applicant organization's name.
- Step 14** Rankings and funding recommendations are then sent to City Council for final decision and inclusion in the Action Plan.

ADDENDUM

YEAR TWO FUNDING CYCLE – Approval and Implementation Process

A two year funding cycle has been utilized as a successful tool by many HUD-funded cities and municipalities throughout the United States to provide responsive, cost-effective, quality public services with the private, non-profit sector, and assist CDBG Public Services Sub-recipients with greater fiscal and programmatic stability in “creating communities of opportunity.” However, receipt of Year Two funding by Sub-recipients is not an automatic process, and is dependent upon satisfactory program performance during Year One.

Funding Level for Year Two

CDBG Public Service funds for both Year One and Year Two are limited by federal regulation. The City will make available 15% (fifteen percent) of the current year’s CDBG allocations from HUD for public service programs plus the amount of program income from other CDBG programs. This is the maximum amount authorized under current federal regulations. The programs for Year Two must represent a justifiable increase or decrease in an existing level of service and exclusively serve City residents.

Eligibility Determination for Year Two Funding

During the third quarter of Year One funding cycle as part of the next year’s Action Plan, the Sub-recipient will receive notification from City staff advising them if they are eligible to receive Year Two of CDBG Public Service funding. City staff makes the determination of the Sub-recipient’s eligibility for Year Two funding based on the following documentation provided by each party:

Sub-recipient:

- 1) Correct and timely monthly invoices submitted to-date for payment; and
- 2) A satisfactory current, end-of-year audit or financial statement conducted by an independent Certified Public Accountant.

City Staff:

- 1) A satisfactory Monitoring Review conducted during the 6th or 7th month of Year One by the Compliance Monitor, Neighborhood Programs Specialist, or other staff assigned;
- 2) A one page statement of Year One to-date performance assessment by City staff that includes, but is not limited to:
 - a. Any unresolved program defaults,
 - b. Any unresolved conflict of interest issues,
 - c. Ability to adhere to written directives from City staff (i.e. citizenship/ qualified alien status, timeliness of monthly invoices, responses to emails/phone calls from City staff, etc.),
 - d. Timeliness of monthly invoices,
 - e. Quality of client data collection methods and record keeping, and
 - f. Ability to expend project funds as described in Sub-agreement.

Based on the above documentation meeting satisfactory standards, City staff will make a recommendation if the Year One Sub-recipient should be considered eligible to receive Year Two funding. The Sub-recipient will receive a written notification of the recommendation of denial or continued eligibility to apply for Year Two funding. The written recommendation will clearly state the reason for denial or continued eligibility. The Health and Human Services Advisory Committee will receive a copy of the written notification along with City staff’s recommendation for a denial or continued funding for Year Two.

Application Process for Year Two

Sub-recipients who are determined eligible to receive Year Two funding will complete an abbreviated application that is submitted to City staff and the Health and Human Services Advisory Committee. Information on the Year Two abbreviated application will include:

- Primary and alternative contact information,
- How the program's goals and objectives were met to-date in Year One,
- Changes in client populations to be served, if any,
- How low/moderate income persons will continue to benefit from the program,
- A new budget summary and justification, and
- Attachments that include updates of the Board of Directors list, proof of liability insurance, conflict of interest form for staff and Board, etc.

City staff makes the initial recommendation of the organization's eligibility for continued funding based on the above Year Two funding request. The funding request is returned to the applicant if further clarification is needed. All eligible applications are reviewed by the Health and Human Services Advisory Committee. The Committee reviews the requests, and holds a public meeting to recommend the funding level for each continued project based on the overall amount of CDBG Public Services funding available.

Funding Recommendations for Year Two

Recommended funding for Year Two will be proportionate to the amount of funds that the Sub-recipient received in Year One. For example, Grandparents Inc., a non-profit organization, was awarded \$33,000, or 20% of the entire Year One CDBG Public Services funding of \$165,000. Grandparents Inc. has been recommended for funding for Year Two by both the City staff and the Health and Human Services Advisory Committee. The amount of funds for Year Two increased from \$165,000 to \$180,000 due to increased program income. Thus, Grandparents Inc.'s recommended funding award will be \$36,000, or 20% of the entire Year Two CDBG Public Services funding of \$180,000.

City staff prepares a Council Action and Executive Summary (CAES) & Resolution for the Annual Action Plan to City Council that includes information about all CDBG Public Services projects that are eligible for Year Two funding cycle, the Committee's recommended funding for each program, and authorization to execute the second year's Sub-agreement to be signed by the City Manager and City Attorney.

Program Implementation for Year Two

If City Council approves the CAES & Resolution, then CDBG Public Services programs for Year Two become part of the Annual Action Plan to the Five Year Consolidated Plan. (If City Council tables the CAES & Resolution, or does not approve the CAES & Resolution, Year Two of the funding cycle will be delayed until the issues are resolved.) After the funding recommendations are approved by City Council, the outcome of Council's decision is sent to HUD. HUD then approves the Annual Action Plan to the Five Year Consolidated Plan.

Effective July 1st of the second year, the Sub-Recipient implements their program for Year Two. City staff tracks Year Two program progress on a regular basis via monthly reports, annual reports, and monitoring reviews. City staff shares Year Two program progress with the HHSAC on a regular basis at public meetings and work sessions, and provides information to City Council upon request.

APPENDIX A

APPLICATION RANKING CRITERIA

**Ranking Criteria for CDBG Public Services Funding
For Completion by Health and Human Services Advisory Committee**

**SCORE SHEET
CDBG Public Services Application**

Organization Name: _____

1) What are the Description and Justification of the Proposed Project:
Application: Minimum Points: 1; Maximum Points: 30 _____
Presentation: Adjusted Points for Presentation _____
Total Points for Application and Presentation (Max. 30) _____

2) What are the Goals and Objectives of the Proposed Project:
Application: Minimum Points: 1; Maximum Points: 20 _____
Presentation: Adjusted Points for Presentation _____
Total Points for Application and Presentation (Max. 20) _____

3) What specific CDBG Services Priorities does this project address, and why?
Application: Minimum Points: 1; Maximum Points: 10 _____
Presentation: Adjusted Points for Presentation _____
Total Points for Application and Presentation (Max. 10) _____

4) Budget Summary and Budget Justification:
Application: Minimum Points: 1; Maximum Points: 40 _____
Presentation: Adjusted Points for Presentation _____
Total Points for Application and Presentation (Max. 40) _____

TOTAL POINTS (Max. 100): _____

Signature: _____ **Date:** _____

APPENDIX B

NATIONAL OBJECTIVE MATRIX

NATIONAL OBJECTIVE MATRIX

LMA=Low/Mod Area
 LMC=Low/Mod Limited Clientele
 LMH=Low/Mod Housing
 LMJ=Low/Mod Jobs
 N = Not Allowed (others are suitable objectives)

NOT IN USE (Special Council Action Needed)
SBA = Slum/Blight Area
SBR = Slum Blight Urban Renewal
SBS = Slum/Blight Spot
URG = Urgent Need

ACTIVITY	LMA	LMC	LMH	LMJ	SBA	SBS	SBR	URG
Public Services (General)			N	N		N	N	
Senior Services	N		N	N		N	N	
Handicapped Services	N		N	N		N	N	
Homeless Services	N		N	N		N	N	
Youth Services	N		N	N		N	N	
Transportation Services			N	N		N	N	
Substance Abuse Services			N	N		N	N	
Battered and Abused Spouses	N		N	N		N	N	
Employment Training			N	N		N	N	
Crime Awareness			N	N		N	N	
Fair Housing Activities (If Subject to 15% Cap)			N	N		N	N	
Tenant/Landlord Counseling	N		N	N		N	N	
Child Care Services	N		N	N		N	N	
Health Services			N	N		N	N	
Abused and Neglected Children	N		N	N		N	N	
AIDS Patients	N		N	N		N	N	
Screening for Lead Based Paint/Lead Hazards Poisoning	N		N	N		N	N	
Interim Assistance		N	N	N		N	N	

APPENDIX C

CONSOLIDATED PLAN PRIORITY NEEDS TABLE

City of Las Cruces
Community Development Needs and Priorities
Program Year 2010

Public Services	Needs	Current	Gap	PRIORITY
05 Public Services (General) 570.201(e)	5000	0	5000	HIGH
05B Handicapped Services 570.201(e)	0	0	0	HIGH
05D Youth Services 570.201(e)	1000	0	1000	HIGH
05G Battered & Abused Spouses 570.201(e)	250	0	250	HIGH
05N Abused and Neglected Children 570.201(e)	0	0	0	HIGH
05A Senior Services 570.201(e)	0	0	0	MEDIUM
05F Substance Abuse Services 570.201(e)	0	0	0	MEDIUM
05H Employment Training 570.201(e)	0	0	0	MEDIUM
05I Crime Awareness 570.201(e)	0	0	0	MEDIUM
05J Fair Housing Activities (if CDBG, subject to 570.201(e))	0	0	0	MEDIUM
05K Tenant/Landlord Counseling 570.201(e)	0	0	0	MEDIUM
05L Child Care Services 570.201(e)	0	0	0	MEDIUM
05M Health Services 570.201(e)	0	0	0	MEDIUM
05O Mental Health Services 570.201(e)	0	0	0	MEDIUM
05C Legal Services 570.201(e)	0	0	0	LOW
05E Transportation Services 570.201(e)	0	0	0	LOW
05P Screening for Lead-Based Paint/Hazards Poison 570.201(e)	0	0	0	LOW
05Q Subsistence Payments 570.204	0	0	0	LOW
05R Homeownership Assistance (not direct) 570.204	0	0	0	LOW
05S Rental Housing Subsidies	0	0	0	LOW
05T Security Deposits	0	0	0	LOW

APPENDIX D

SAMPLE AGREEMENT

**AGREEMENT BETWEEN
THE CITY OF LAS CRUCES AND
XXXXX
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into this ____ day of _____, 2011, between the City of Las Cruces (herein called the "Grantee") and XXXXX. (herein called the "Sub-recipient"), under CDBG Grant Number B-10-MC-35-0002.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, Title 24 of the Code of Federal Regulations (CFR) and Catalogue of Federal Domestic Assistance No. 14.218; HUD Activity # _____.

WHEREAS, the City will have performed all of the steps necessary to obtain U.S. Department of Housing and Urban Development (HUD) approval of the City's 2006-2010 Consolidated Plan, including the 2010 Action Plan, which includes funding of \$ _____ for FY 2010-11; and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. National Objectives

The sub-recipient certifies that the activities it carries out with funds provided under this Agreement will meet the CDBG Program's National Objective (check one):

____ In accordance with 24 CFR 570.208 (a) (1) of benefiting all census blocks with the highest proportion of low and moderate persons, specifically census tract: block group(s) of ____ (i.e. Area Benefit); or

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (A), the Sub-recipient has income eligibility requirements which limits the activity exclusively to low and moderate income persons, which requires income verification by HUD standards (i.e. Presumed Benefit); or

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (B) of benefiting low/moderate income persons by requiring information on family size and income so that at least 51 percent of the clientele are low and moderate income families, but only low and moderate income families will be qualified for the CDBG funds (i.e. Low/Mod Limited Client, Income Verification Required); or

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (C) have income eligibility requirements which limit the activity exclusively to low- and moderate-income persons, (i.e. Low-Mod Concluded Activity): or

_____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (D) be of such nature and be in such location that it may be concluded that there is presumed benefit and the activity's clientele will primarily be low and moderate income persons. The nature and location of the activity must be officially documented (i.e. Concluded Location).

B. Activities

The Sub-recipient will be responsible for administering a CDBG Public Services program in a manner that complies with HUD Regulations and Grantee requirements.

Program services under area benefit must income qualify clients living outside the designated area. The program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Description:
XXXXXX
2. Program Type: XXXXX
Program Title: XXXXX

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Sub-recipient agrees to provide the following level of program services during PY 2010-2011.

Activity

Public Services, 24 CFR Part 570.201 (e). Total Units/ Year (fill in one):

- (a.) Number New Units this year (new projects only) _____
- (b.) Increased levels of service from XXX units provided last year to XXX units this year (projects operating/having a grant in 2009-2010)

Unit Definition: Each unit represents one unduplicated individual served at XXXXXX or equivalent facility, as provided by the Sub-recipient. Each individual will be qualified benefit recipient as defined in 24 CFR Section 570.208 and Grantee requirements (if applicable).

D. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards required herein. Substandard performance, as determined by the Grantee, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within 30 calendar days after being notified by the Grantee, Agreement suspension or termination procedures may be initiated.

II. TIME OF PERFORMANCE

A. Term of the Agreement

This Agreement shall start on July 1, 2011, or the date on which the United States Department of Housing and Urban Development releases funds to the Grantee for Grant B-10-MC-35-0002, whichever is later. The period of performance will continue for twelve (12) months after the beginning date, but end no later than June 30, 2011.

B. Eligible Payment Period

All expenses and purchases approved by this Agreement and incurred during the grant period from July 1, 2010, to June 30, 2011 are eligible for reimbursement. The term of this Agreement and the provisions herein shall not be extended unless a one-time extension for less than six (6) months is requested in writing by the Sub-recipient and approved by the Grantee. Such an extension may be granted by the Grantee's Neighborhood Development Administrator, provided that such an extension is for cause beyond the Sub-recipient's control, and in accordance with the same terms and conditions of the original agreement. All other extensions or changes in scope, performance, or approved responsibility to this Agreement shall be by the Grantee's governing body and the Sub-recipient in writing.

III. BUDGET

Sub-recipient is required to expend funds in a timely manner. Sub-recipient should expend a minimum of 40% of the funds within six months of the Agreement start date. Funds that are not expended by the end of the term of the Agreement will be held by the Grantee and will not be available to the Sub-recipient.

Payments will be made for the line items listed below:

EXPENDITURE CLASSIFICATION	DESCRIPTION OF ITEM	APPROVED BUDGET
501-001	Permanent Positions, Full & Part-Time	XXXXX
	TOTAL	XXXXX

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Detailed Line Item budget requested: Yes No

If necessary, up to 25% of the total funding of the grant may be moved within already approved line item categories during the course of the grant. All changes to approved budget lines will require written requests for change, to be submitted on the provided Budget Line Item Revision Request (BLIRR) by the Sub-recipient. Any budget changes must be limited to comply with the administrative scope of the program/project as defined by Part I, Scope of Service of the Agreement and the line items listed in this section. Adjustments between the individual line items above may be approved by the City's Neighborhood Services Administrator. All other adjustments or amendments in excess of 25%, or any change to the scope, must be approved by the Las Cruces City Council and the Sub-recipient in writing, excluding the adjustments between budget line items.

Indirect costs cannot be charged to this Agreement.**IV. AMENDMENTS**

The Grantee or Sub-recipient may amend the budget, scope of work, or this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body except as provided in Section III. Such amendments shall not invalidate nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by a written amendment signed by both Grantee and Sub-recipient.

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$_____. The payment of eligible expenses shall be made for only the line item budgets specified in Section III herein and in accordance with the scope of service. Payments are contingent upon adherence to all administrative requirements as specified in Section VII of this Agreement.

VI. COMMUNICATIONS

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

GRANTEE	SUB-RECIPIENT
Jean Barnhouse-Garcia, Neighborhood Services Specialist – Public Services Community Development Department City of Las Cruces P. O. Box 20000 Las Cruces, NM 88004 Phone: (505) 528-3048 E-mail: jbarnhouse-garcia@las-cruces.org	XXXXXXXX

VII. ADMINISTRATIVE REQUIREMENTS**A. Financial Management**

The Sub-recipient agrees to comply with standard specified in 24 CFR Part 84, Subpart C, Financial Program Management, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," and A-133, "Audits for States, Local Governments and Non-Profits."

B. Documentation and Record-Keeping**1. Records to be Maintained**

The Sub-recipient shall maintain all records required by Federal regulations, State law, local ordinances and Grantee requirements that are pertinent to the activities to be funded under this Agreement, including 24 CFR Part 570 and 24 CFR Part 5. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken and demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- b. Records necessary to determine the eligibility of activities;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973;
- d. Financial records as required by 24 CFR Part 570.502 and 24 CFR Part 84, Subpart C, Financial and Program Management;
- e. Other records necessary to document compliance with 24 CFR 570 Subpart K;
- f. Disclosure of evidence of citizenship or eligible immigration status on all eligible clients; and
- g. Records of the ethnicity, race, gender and disability status of all eligible clients.

2. Data Collection

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income (as applicable), citizenship/legal immigration, identity and verification of Las Cruces residency, verification in accordance with 24 CFR Part 5 or other Grantee required documentation for determining eligibility, and description of service provided. Such information shall be maintained in a client file by the Sub-recipient and shall be submitted as part of the monthly report and also made available to the Grantee monitors or their designees for review upon request. A Monthly Summary Progress Report of clients served shall be submitted with each monthly billing (see chart of requirement, below).

3. Required Documents for Client Files and Regular Grantee Submissions:

REPORTS and/or DOCUMENTATION	SUBMITTED TO GRANTEE	RETAINED IN CLIENT FILES
Client Verification (intake) Forms*	X (copy)	X (original)
Consent Forms (where applicable)		X
Verification of citizenship/ immigration status		back-up documentation
Verification of Las Cruces residency		back-up documentation
Monthly Expenditure Report	X	
Monthly Summary Progress Report	X	
Monthly Request for Payment w/back-up documentation	X	
Final (Annual) Report	X	

* CVFs may be required for only the first four months reporting at the discretion of City staff.

4. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Training

From time to time, the Grantee may provide training to Sub-recipients and contractors. Such courses, when scheduled, will be identified as to mandatory or voluntary status. Training may also be available or required from HUD or other Federal and/or State Agencies.

VIII. GOVERNANCE AND SEVERABILITY

- A. This agreement shall be governed by the laws of the State of New Mexico.
- B. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- C. All attachments are part of this Agreement have the same weight and importance as the initial Sections I through VIII.
- D. All certifications in Attachments "B" through "E" shall be signed by the Sub-recipient as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto do mutually execute the Agreement as of the date first written:

XXXXXXXX

Signature

Printed Name

Title

Date

CITY OF LAS CRUCES

Terrence Moore, City Manager

APPROVED AS TO FORM:

Date

City Attorney

I. GENERAL ITEMS**A. Audits and Inspections**

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. One copy of the Sub-recipient's reporting package shall be submitted to the Grantee 30 days after receipt of an auditor's report or 9 months after the end of the audit period, whichever occurs first. The reporting package shall include:

1. Financial statement,
2. Schedule of prior year audit findings,
3. Auditor's report, and
4. Corrective action plan that addresses each audit finding.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), as applicable.

B. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the approved Scope of Service may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience in accordance with 24 CFR 85.44, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this Agreement shall become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with 24 CFR 85.43, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the grantee may declare the Sub-recipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Sub-recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement's funds or such amount that the Grantee may determine as appropriate. Such suspension will last until such time as the Sub-recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

C. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

All sub-recipients located within or providing services within a City of Las Cruces-owned facility are required to include the Grantee as an additional insured with the same coverage as the Sub-recipient on the Sub-recipient's liability insurance policies.

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR Part 84, Subpart C, Financial and Program Management, Bonding and Insurance.

E. Reporting and Payment Procedures

1. Payment Procedures and Monthly Reports

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. Expense summaries, payment requests, monthly reports and support documentation will be submitted to the Grantee every month, no later than the fifteenth day (15th) following the month reported, effective from the date of this Agreement through one month after the period of performance.

Payments will be made no more than once per month and only after receipt of a currently monthly program and fiscal report as described in this section. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance funds and program income balances available (if any) in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub-recipient.

Monthly Reports shall contain the Monthly Summary Progress Report as specified in Section VII.B.3. of the Agreement. The Monthly Reports shall be submitted each month even if there is no monthly billing. For reports with no payment requested, an indication shall be made in writing "no billing for this month."

2. Final Report

The Final report shall contain client data/statistics summarized from the Monthly Reports and a narrative summary of the grant year, both positive and negative. This

report shall be submitted to the Grantee no later than July 15 after completion of the Agreement Period or Program Year.

3. Payments for Equipment

Payments for items of equipment will be made by means of direct payment to the vendor(s) upon written request (on the form or format furnished by the Grantee) from the Sub-recipient and upon receipt of proper documentation from the vendor(s) in the form of original bills, invoices or request for payment accepted and approved by the Sub-recipient. The total grant amount that may be received by the Sub-recipient will be reduced by any direct payments. The Sub-recipient may request that the Grantee's Purchasing Department procure bids for equipment purchases and purchase the equipment from the lowest responsive bidder on behalf of the Sub-recipient. The Sub-recipient further agrees to insure any said purchase against all risk of loss for its full replacement value. Insurance will be maintained for the expected life of the equipment or until the equipment is disposed of. *Equipment* means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

F. Close-Outs

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: Making final payments, submission of Final Report, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

G. General Compliance

The Sub-recipient agrees to comply with the requirements of 24 CFR, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants.) The Sub-recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

H. "Independent Contractor"

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an "independent contractor."

I. Hold Harmless

The Sub-recipient agrees to defend, indemnify and save harmless the Grantee and its officers, agents and employees from any and all suits, actions and claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from negligence of the Sub-recipient under this Agreement; however, this hold harmless clause shall not extend to liability, claims, damages, losses or expenses, including attorney fees arising out of:

1. The preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specification by the Grantee, or its agents or employees; or
2. The giving of or failure to give directions or instructions by the Grantee, or its agents or employees, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

In the event the Grantee, or its officers, agents or employees actively participate in such negligence, (a) the Sub-recipient is relieved of its obligation to defend the Grantee, and (b) the Sub-recipient's obligation to indemnify and save harmless is limited to the amount representing the Sub-recipient's comparative share of negligence as between the Sub-recipient and the Grantee.

J. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support, provided herein, in all publications made possible with funds made available under this Agreement.

K. Reversion of Assets

Upon its expiration, the Sub-recipient shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

L. Procurement**1. Compliance**

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Standards

The Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 84 Subpart C, Procurement Standards (84.40-84.48) and shall subsequently follow 24 CFR part 84 Subpart C, Property Standards (84.30-84.37),

Property Management Standards, as modified by 24 CFR 570.502 (b) (6) covering utilization and disposal of property.

M. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the State of New Mexico, excepting El Paso County, Texas, with funds provided under this Agreement.

N. Sub-contract Provisions

If the Sub-recipient decides to sub-contract part of the scope of work in this Agreement, it must get prior written authorization from the Grantee. The Sub-recipient also must include the provisions of Attachment "C" (Equal Employment Opportunity/Affirmative Action Clause) in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

Additionally, the Sub-recipient will include the Section 3 Clause (see Attachment "D"), following, in any sub-contract and will take appropriate action pursuant to the sub-contract upon a finding that the sub-contractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not sub-contract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any sub-contract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

The Sub-recipient shall furnish and cause each of its own sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

1. Approvals

The Sub-recipient shall not enter into any sub-contracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee, prior to the execution of such agreement.

2. Monitoring

The Sub-recipient will monitor any sub-contracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance. These reports will be submitted to the Grantee within 45 calendar days of completed correction of the non-compliance matter.

3. Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any sub-contract executed in the performance of this Agreement.

4. Selection Process

The Sub-recipient shall undertake to insure that any sub-contracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all sub-contracts shall be forwarded to the Grantee along with documentation concerning the selection process.

O. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

P. Religious Organizations

The Sub-recipient agrees that all funds and/or programs under this Agreement, which includes faith-based organizations, are subject to the requirements specified in 24 CFR Part 570.200 (j), as amended.

II. PERSONNEL AND PARTICIPANT CONDITIONS

A. Drug-Free Workplace

The Sub-recipient shall maintain a drug-free workplace and so place signs in appropriate places indicating such to clients, staff, and applicants. Attachment "B" Certification is required of all sub-recipients as part of the entire Agreement.

B. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964, as amend; Title VIII of the Civil Rights Act of 1968, as amended; Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Non-discrimination/EEO-AA Statement

The Sub-recipient will not discriminate against any employee or applicant for employment as stated in Attachment "C." Attachment "C" Certification is required of all Sub-recipients as part of the entire Agreement.

3. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

4. Americans with Disabilities Act.

a. Contracts to Conduct Programming

The Sub-recipient shall ensure that all programs, services and activities are accessible to and useable by persons with disabilities in accordance with the Americans with Disabilities Act, including but not limited to, equal opportunity to participate and benefit, equally effective communication for persons with speech, hearing or cognitive disabilities, integrated seating and the provision of reasonable modifications and/or accommodations and to maintain, and provide to the Grantee upon request, a record of all such requests received, granted and/or denied and the reason for any denials.

b. Operational Duties and Responsibilities

The Sub-recipient shall post one or more signs containing facility hours, rules, warning signs and emergency telephone numbers, anti-drug policy, EEO, New Mexico Workforce and Fair Housing Posters as appropriate. The Sub-recipient shall make such postings available in alternate formats upon request. The Sub-recipient shall adhere to the City of Las Cruces Communication Policy when publicizing events, activities, programs or services.

c. Bid Specifications for Products, Design and/or Construction

The Sub-recipient shall insure all proposed products, services, or activities contained as a part of this Agreement comply with the requirements of the Americans with Disabilities Act and ADAAG requirements, ANSI Accessibility Guidelines and NMBC Accessibility Requirements (when applicable) to ensure accessibility to persons with disabilities.

C. Affirmative Action

1. Approved Plan

The Sub-recipient agrees to be committed to and carry out the Grantee's specifications pursuant to an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. Each Sub-recipient must have an Affirmative Action Plan/Program filed with the Grantee within 30 calendar days of the signing of this Agreement or certify that there is an AAP on file with the Grantee from another activity undertaken by the Sub-recipient within the last five (5) years. State the activity:
XXXXXXXXXXXX

If the Sub-recipient does not have an AAP, it must develop one. The Sub-recipient shall develop and submit a plan for approval within 60 calendar days of the signing of the Agreement.

2. Women/Minority Business Enterprises

The Sub-recipient will use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, a "minority group members" are African--Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

D. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. "Section 3" Clause

The Sub-recipient to agree to comply with "Section 3," regulations set forth in 24 CFR 135. The Sub-recipient further agrees to comply with the "Section 3" requirements and to include the language of Attachment "D", Sections A, B, and D in all sub-contracts executed under this Agreement. The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements. Sub-recipients shall sign Attachment "D" as a condition of receiving this grant.

3. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous, easily accessible places available to employees and applicants for employment.

4. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

5. Debarment and Suspension

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

6. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United State Code.

7. Conflict of Interest (COI)

The Sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub-recipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Sub-recipients which are receiving funds under the CDBG Entitlement program. The Sub-recipient is required to submit conflict of interest statements to the Grantee and as specified by the Grantee.

a. Applicability

In the procurement of supplies, equipment, construction, and services by recipients and by sub-recipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its sub-recipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703 (i)).

b. Conflicts Prohibited

The general rule is that no persons described in Paragraph (c) of this Section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, sub-contract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

c. Persons Covered

The conflict of interest provisions of Paragraph (b) of this Section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Sub-recipient, or any designated public agencies, or of sub-recipients that are receiving funds under this part.

The Sub-recipient shall provide to the Grantee a current list of Board of Directors, with names, addresses, telephone numbers and positions held. The Sub-recipient shall also provide signed COI statements dated no earlier than 180 days prior to the effective date of this Agreement, within 30 days of signing this Agreement for all Board members and appropriate staff, so identified. COI statements must be renewed annually by all appropriate persons.

8. Lobbying

The Sub-recipient hereby certifies that federally appropriated funds have not been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence any award action. Attachment "E" Certification is required of all sub-recipients as part of the entire Agreement.

ATTACHMENT "B"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification set out below is a material representation upon which reliance is placed by the City of Las Cruces and the U.S. Department of Housing and Urban Development (HUD) in awarding this Grant. If it is later determined that the Sub-recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the City's Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. The Sub-recipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. The Sub-recipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Sub-recipient's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - C. Making it a requirement that each employee be engaged in the performance of the grant is given a copy of the statement required by Paragraph "A."
 - D. Notifying the employee in the statement required by Paragraph "A" that, as a condition of employment under the Grant, the employee would:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - E. Notify the City's Community Development Department and/or HUD in writing within ten (10) calendar days after receiving notice under Subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant.

- F. Taking one of the following actions, within 30 calendar days of receiving notice under Subparagraph (D) (2), with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).
2. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the Grant funds (including street address, city, county, state, zip code and total estimated number of employees). The Sub-recipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the Agreement, it shall notify the City's Community Development Department and/or HUD immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of Sub-recipient: XXXXX

Program Name: XXXXXX

Date: _____

The Sub-recipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the Grant covered y the certification:

Place of Performance includes street address, city, county, state, zip code for each site:

Check if there are work places on file that are not identified here.

ATTEST:

By: _____ Date: _____

By: _____ Date: _____

**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CLAUSE FOR
CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out this Agreement, the Sub-recipient and its contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or status with regard to public assistance. The Sub-recipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices shall include, but not be limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The sub-recipient shall state in all solicitations or advertisement for employees placed by or on behalf of the Sub-recipient that it is an Equal Opportunity or Affirmative Action employer.

ATTEST:

By: _____ Date: _____

By: _____ Date: _____

ATTACHMENT "D"

SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project providing direct Federal financial assistance from the Department of Housing and Urban Development ("HUD") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual agreement or other disability that would prevent them from complying with these requirements.
- C. The Sub-recipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Sub-recipient will include this Section 3 Clause in every sub-contract for work in connection with the Program and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Sub-recipient is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Sub-recipient will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its sub-recipients, and its successors, and assigns to those sanctions specified by the CDBG Agreement or contract through which Federal assistance is provide, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Agreement for default and debarment and suspension from future HUD-assisted contracts.

ATTEST:

Revised 12/9/2010

By: _____ Date: _____

By: _____ Date: _____

ATTACHMENT "E"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, subject to Attachment "A" Section II.D (8) to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement..

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Sub-recipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTEST:

By: _____ Date: _____

By: _____ Date: _____

**CDBG Public Services Application and Guide
And
Two Year Funding Cycle
Public Input Meeting
November 10, 2010**

Following are the summary minutes of the CDBG Public Service Application and Guide and Two Year Funding Cycle Public Input Meeting held on November 10, 2010, at 2:30 p.m. at the Henry Benavidez Center, 1045 McClure Rd., Las Cruces, New Mexico.

Staff Present: David Dollahon (Community Development)
Jan Lauterbach (Community Development)
Jean Barnhouse-Garcia (Community Development)
Diana Garcia-Parra (Community Development)

HHSAC Member Present: Earl Nissen (Chair)
Sue Patterson (Vice-Chair)

Public Present: Dolores Rosell (YWCA / CCCS)
Sonia Jones (TdS)
Adela Escudero (Southwest Counseling Center)
Tina Reeves (MV Hospice)
Melissa Saavedra (Action for Youth)
Gretchen Michaud (MV CASA)
Tim Miller (St. Luke's)
Caryn Stone (St. Luke's)
Sylvia Washington (Tresco, Inc.)
Alma Camacho (Catholic Charities of Diocese of LC)
Bernadine Dallago (La Pinon)
Pamela Angell (MVCH)
Amy Johnson-Bassford (La Casa, Inc.)
Heather Smith (FYI)
Elva Primevo (FYI)
Dawn Shults (NAMI)
Samantha Slim (FIC-DAC)

Jean Barnhouse-Garcia gave a powerpoint presentation of the CDBG Public Services Application and Guide and Two Year Funding Cycle (see attached).

Adela Escudero asked if the funds could be used for administrative costs.

Ms. Barnhouse-Garcia stated yes, this was for all administrative funding.

In reference to the minimum and maximum funding requests, David Dollahon added that if an agency asks for more than the maximum amount, or less than the minimum amount, their application will be thrown out.

In reference to the discussion about the two year funding cycle eligibility and correct and timely monthly invoices, Earl Nissen commented that board members of the Health and Human Services Advisory Committee will ask staff for a report on the technical ability of the agencies as part of the review process for year two of the funding cycle.

In reference to the Two Year Funding Cycle - Eligibility, Mr. Dollahon corrected the first bullet to read, "A Monitoring Review conducted during the 6th or 7th month of Year One by the Compliance Monitor," . . . It will be up to the agency to receive a satisfactory review by how they keep their files.

In reference to the answers limited in the space provided, Pamela Angell asked if there was a way to "box" the space provided so that they don't go over the space allowance. What happens is that the box keeps expanding as the information is typed in.

Amy Johnson-Bassford suggested providing a character or word maximum that would fit into the space defined.

Ms. Barnhouse-Garcia stated they would look at the options and see what they can do.

The following comments were also made after the presentation:

Sue Patterson suggested to the applicants that they proofread their application before turning it in.

Pamela Angell commented that she appreciated the conciseness of the revised application, as well as the minimum and maximum funding amounts. However, she did feel that the annual year budget would be very hard to approximate. It would be better to provide a fiscal year budget.

Ms. Johnson-Bassford agreed with Ms. Angell in reference to the annual year budget because it is not really a true picture of what an agency is budgeting for their operating year because it is fixed for the year in a set amount for that whole year.

Mr. Dollahon clarified that on the bottom of page 2 of the application, they would rather have "fiscal year" operating budget, instead of annual year operating budget.

Ms. Barnhouse-Garcia stated they were asking for calendar year just because there are different organizations that may not be on the same fiscal year as the grants.

Mr. Dollahon stated he doesn't know if it would make that much of a difference for it to be on a fiscal year basis because everyone's fiscal year ends at a different time anyway. A year's worth of budget is a year's worth.

Ms. Patterson suggested the applicants provide the information on what their fiscal year is when they submit the information for that year.

Ms. Angell commented on the justifiability of increases and decreases because her agency is driven by what funding they get from year to year so they won't know what the climate is and how many people will be served.

Mr. Dollahon stated it was a federal requirement in the CDBG Program and agencies have to justify their increase or decrease. So an agency either has to serve more or serve less and explain why they served less. An agency should explain the actions they took in providing the best service available with efficiency and effectiveness with a decrease in funds, as well as how they decided what priority needs they were going to address.

Ms. Patterson commented that when agencies are making their presentations, instead of regurgitating what the board already knows, use the time to explain the things the board will not read in the application.

Ms. Johnson-Bassford stated that she likes the idea of a two-year funding cycle. However, she did comment that she felt the priority point system in the Health-Related application process didn't seem to matter in the end, but felt that it should have carried through. She didn't know if that would be the case with CDBG, but she did notice the list of priorities on the application.

Mr. Dollahon stated the list of activities is from HUD. The prioritization of them is done by the City, but staff is not applying points to them; that component has been eliminated. However, there is some sense of priority in that a high priority activity would get consideration and funding above the medium and low priorities. But the priorities may change when the City undergoes a new consolidated plan.

Ms. Johnson-Bassford asked if the first year an agency gets \$40,000 or 20% and if in the second year the city got more CDBG money, would the agency get more than the \$40,000 or would they still be limited to the \$40,000?

Ms. Barnhouse-Garcia stated the agency would still just get the \$40,000 or 20%, even if the amount goes up.

A woman asked what the criteria for points were when giving a presentation. She also asked for feedback from the past presentations.

Ms. Barnhouse-Garcia stated that sometimes committee members do write comments on their score sheets; everything is public record. She has had some grantees come in and ask what can they do better and she shares the information with them.

Dr. Nissen stated he reads the application and evaluates it, but the presentations are added into it. So sometimes the presentations can change the points and scoring based on the presentation and how the questions are handled.

Mr. Dollahon stated in reference to the Conflict of Interest, staff takes it very seriously. If an applicant lies about a COI, the funds will be taken away. If an applicant doesn't lie to staff or try to cover it up, staff will help them work through the COI process. The committee has no say when it comes to COI and adverse reactions thereof.

Ms. Barnhouse-Garcia suggested applicants be specific, clear and concise to the project they are applying for.

A woman thanked staff and the board for the two-year funding cycle and the eligibility list that goes with it.

Meeting ended at 4:00 p.m.

Staff Approved

Jean Barnhouse Garcia

Date: 12/7/10

PY 2009 CDBG PUBLIC SERVICES PROGRAM GUIDE
City of Las Cruces
Community Development Department – Neighborhood Services

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CITY OF LAS CRUCES
PUBLIC SERVICES APPLICATION
FY 2009 - 2010 CDBG Public Services Block Grant

Submit one UNSTAPLED original by: January 21, 2009, 4:30 p.m. Use binder clips only.
NO LATE OR INCOMPLETE APPLICATIONS WILL BE ACCEPTED

GRAY SHADED AREAS ARE FOR STAFF USE ONLY

PROJECT # _____ Date Received _____

Directions: Use 12 point font only, single space, half inch margins and limit answers to the space provided. All questions must be answered and all forms completed to be eligible for review by staff.

Applicant Information

Applicant Organization: _____
Address: _____ Website Address: _____
Phone Number: _____ Fax: _____
Project Manager: _____ Alternate Contact: _____
Title: _____ Title: _____
Phone: _____ Phone: _____
E-mail: _____ E-mail: _____
Non-profit Organization? Yes No
Collaborative Project? Yes No If yes, list partner organizations: _____

Project Information

Project Name: _____
Location of Proposed Project: _____

Brief Description of Project:

Amount of CDBG funds requested: \$ _____
Total Project Cost: \$ _____
Number of persons to benefit from CDBG funds: _____
Matching funds available from another source: Yes No. If yes, amount and source: _____
In-kind Funds for project: Yes No. If yes, amount and source: _____
Is this Project: a previous year continuation? to be continued in subsequent years?
Has this project received Prior City of Las Cruces CDBG Funding? Yes No. If yes, list years of funding: _____

APPLICANT AND PROJECT INFORMATION

1) Briefly describe the background of your organization:

DISCONTINUED

2) Describe the proposed project:

DISCONTINUED

3) Why is this project needed and how have you determined that there is a need for this project?
(Please include any statistical information that helped you determine this need.)

DISCONTINUED

4) What specific priorities does this project address? (See Appendix C for priorities)

DISCONTINUED

5) Project Implementation:

- a) Detailed information regarding main elements of project, including time schedule with forecasted expenditures for each milestone.

DISCONTINUED

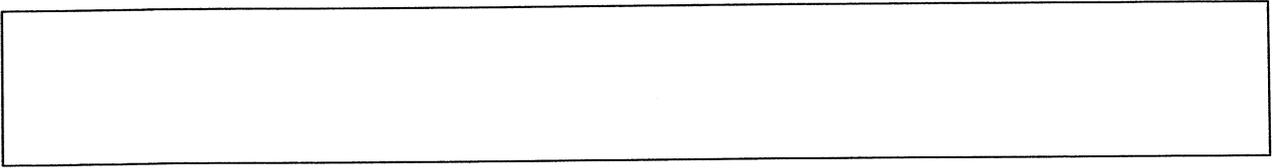
b) Steps taken to assure this project is financially feasible and meets Federal, State and local codes.

c) Personnel involved in carrying out the project and their related experience with program implementation.

d) Amount of volunteers and agency staff time needed to carry out the project.

e) If the funding request includes salaries or wages, list name of current employee, title, number of hours per week, hourly rate and brief description of duties for each position. If the position is currently vacant or if a new position, list as vacant or new and the projected date of employment.

f) What licenses are needed, if any, and what does your organization/staff have currently?



DISCONTINUED

6) What is the lifespan of the project? Will this program provide significant long-term benefit to the City of Las Cruces or the low-income and moderate-income areas? If yes, please state the benefit and the methodology used to reach this conclusion.

7) List goals of the project. In addition, please indicate, the best you can, the number of persons or households to benefit from your proposed project according to the following categories.

Project Goals:

Type of Clients (Mark all that apply)	No. of clients to be served	Primary Project Beneficiary* (Check only one)
<input type="checkbox"/> Low and/or Moderate income clients	_____	<input type="checkbox"/>
<input type="checkbox"/> Individuals with Disabilities	_____	<input type="checkbox"/>
<input type="checkbox"/> Elderly Individuals (age 62 years or older)	_____	<input type="checkbox"/>
<input type="checkbox"/> Homeless	_____	<input type="checkbox"/>
<input type="checkbox"/> Children & Youth	_____	<input type="checkbox"/>
<input type="checkbox"/> Other (Specify) _____	_____	<input type="checkbox"/>

TOTAL _____

* (Check one if 50% or more of the clients are in one category)

Note: All clients reported as units for CDBG programs must be City of Las Cruces Residents, except for homeless and migrant workers.

Check here if 51% or more of project clients are: abused children, battered spouses, elderly persons (age 62 years or older), adults meeting the Bureau of the Census Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and/or migrant farm workers.

Check here if all project clients reside within a low income area as defined low income by the U.S. Bureau of the Census (see map on page 27).

DISCONTINUED

FUNDING INFORMATION

8) a) Future Funding - If awarded the CDBG funds, are they being used as matching funds?
Yes No
If yes, from whom and what amount is being matched?

b) Current Funding – Does your organization currently receive or anticipate receiving funding from the City of Las Cruces in the next 12 months:

City of Las Cruces Funds CDBG Funds HOME Funds

If any of the boxes are checked, list program titles and funding amounts:

<u>Program</u>	<u>Funding Amount</u>

c) Prior Funding Allocation – If your agency has received CDBG or HOME funds from the City of Las Cruces in the past, please list the year, funding amount, funding source and project title. Indicate the current status of the project.

<u>Year</u>	<u>Source</u>	<u>Amount</u>	<u>Project Title</u>	<u>Status</u>

9) If funds are not awarded, will the project/ program continue?

a) Yes or No

b) If yes, what is the minimum amount of money necessary for the program to operate?

c) If funded, what goals can be attained at a 75% of desired funding level?

d) If funded, what goals can be attained at a 50% of desired funding level?

10) List other groups or organizations that were asked to contribute to or fund this project within the past two years and the status of those funds (Include anticipated dates of funding awards). Include the type of support, such as cash, in-kind or matching funds.

<u>Contributor Name</u>	<u>Type of Support</u>	<u>Funding or Decision Date</u>	<u>Grant Number or Title</u>	<u>Funding Amount</u>	<u>Status</u>

11) List current project partners:

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Funding Contribution to Project</u>

12) Briefly describe each partner organization and/or individuals. (Limit description to a two sentence paragraph per partner).

13) With the unit of service being one unduplicated person for the duration of your complete service to that person, what is the average cost of a unit of service?

[Empty rectangular box]

a) What are the minimum units of service required to operate the activity correctly/efficiently? _____

b) What is the maximum number of units served at one time? _____

List the number of units of service to be completed and a justification at the following funding levels:

100% - Number of Units:

Justification:

75% - Number of Units

Justification:

50% - Number of Units

Justification:

14) Based on your last program year, you noted a total of (e.g. 175) clients of which (e.g. 48) were unduplicated clients. How do you determine your monthly estimate of both total clients and unduplicated clients?

Total Clients – A complete count of every unit of service delivered.

Unduplicated Clients – ONLY the first contact with a client before any repeat visits.

[Empty rectangular box]

15) How did you estimate the new number of planned total and unduplicated clients you estimate serving if your application is funded?

[Empty rectangular box]

16) How many of the unduplicated clients is the planned increase over your previous year of operation?

[Empty rectangular box]

17) What is the square foot area of the building used for the program/project and how much of that area is dedicated to the service?

18) Do you have an approved Federal Indirect Cost Percentage (ICP) that you have included in any other of your Federal grant budgets (if existing)?

Yes No

19) If the answer is "yes," please list the agency (or agencies) from which you have an approved ICP.

20) Are you aware of any reason why this ICP could not be used with this HUD sub-recipient application?

Yes No N/A

21) List all known public or private programs/projects in the City of Las Cruces or adjacent communities that currently address the same needs and Target Group as the program you are proposing.

FORM A BUDGET SUMMARY

Organization:

Project:

Instructions: Please complete the budget summary. Please indicate the amount of CBDG funds (Column A) needed for each expenditure classification. Also include outside or matching funds where used or needed in the Other Funds (Column B). Adding CBDG and outside funds together will give you a Total Budget (Column E) for each expenditure classification. The total budget for each expenditure classification added together must add up to the total budget needed for the project. **List the name(s) of all other funding sources for the project (Column D).** Attach an additional page if needed.

		A	B	C	D	E
EXPENDITURE CLASSIFICATION		CBDG FUNDS	HOME FUNDS	OTHER FEDERAL FUNDS	STATE/ OTHER FUNDS	TOTAL BUDGET**
501-001	Permanent Position, Full Time*					
501-001	Permanent Position, Part Time*					
501-003	Temporary Positions*					
502-006	Employment Liability Insurance					
502-007	Other Employee Benefits					
602-001	Office Supplies					
602-002	Operating Supplies					
602-003	Repair & Maintenance Supplies					
602-004	Small Tools					
602-005	Motor Oil and Fuel					
602-006	Library Books and Periodicals					
602-007	Magazines and Periodicals					
602-008	Audio Visual Aids					
602-009	Wearing Apparel					
603-001	Postage and Federal Express					
604-001	City Service (water, waste, etc)					
604-002	Electricity					
604-003	Telephone					
604-004	Utility Services – Other					
605-001	Legal Services					
605-002	Auditing Services					
605-003	Engineering Services					
605-004	Architectural Services					
605-005	Maintenance Agreements					
605-006	Fees or Service Charges					
605-007	Advertising					
701-001	Landscape Maintenance					

701-002	Required Building Repair & Maintenance					
701-003	Auto or Truck Repair					

* Salary categories may include costs of health insurance, workers' compensation, FICA, unemployment insurance

**All funding sources must be listed. An explanation sheet may be attached (1 page maximum).
(Continued on next page)

DISCONTINUED

**FORM A
BUDGET SUMMARY (continued)**

Organization:

Project:

		A	B	C	D	E
EXPENDITURE CLASSIFICATION		CBDG FUNDS	HOME FUNDS	OTHER FEDERAL FUNDS	STATE/ OTHER FUNDS	TOTAL* BUDGET
701-004	Equipment Repair					
702-001	Building or Land Rental					
702-003	Vehicle Rental					
702-004	Equipment Rental					
704-001	Liability Insurance					
704-002	Property Insurance					
704-003	Fidelity Insurance					
708-001	Transportation					
708-002	Per Diem					
708-003	Registration Fees					
708-004	Miscellaneous Costs					
708-005	Training and Education					
801-001	Land-Vacant					
801-002	Land-Buildings or Other					
801-003	Land-Right of Way					
802-001	Land Improvements					
803-001	Buildings					
803-002	Building Improvements					
804-001	Automobiles					
804-002	Trucks and Vans					
804-003	Heavy Equipment					
804-004	Furniture and Fixtures					
804-005	Office Equipment					
804-006	Data Processing					
804-007	Shop Equipment					
900-001	Client Housing (rent, utilities, deposit)					
900-002	Client Support (medical, classes)					
	TOTAL					

* All funding sources must be listed. An explanation sheet may be attached (1 page maximum).

1. Projected Units to be served Existing: _____
New Units: _____
Total Units: _____
2. Total CDBG Funds (Column A)
\$ _____
3. Column A total divided by total number of Units to be served (Cost per unit of service)
\$ _____

4. Percentage increased of units served from last year, if applicable: _____ %

INSTRUCTIONS FOR FORM B BUDGET DETAIL

Please refer to the sample Budget Detail which has been provided to assist with the detail information required for the Budget preparation.

A. Salaries

If the proposed program includes the cost of salaries, please provide a description of the positions to be funded.

B. Employee Benefits

If the proposed program includes the cost of employee benefits, please provide a description of those benefits which are not self-explanatory, such as what will be included in the group insurance costs.

C. Operating Expenses

If the proposed program includes the cost of operating expenses, please provide a description of how these expenses will be determined. Please keep in mind that only those expenses directly related to the proposed program can be funded. No pro rating of such expenses as telephone, building rents, and utilities is allowed unless a direct cost method is first established. If there are any questions regarding direct costing, please consult with Neighborhood Development staff.

D. Capital Expenditures

If the proposed program includes equipment purchases, specifications for the equipment must be included in the proposal.

E. Utilities

If the proposed program includes use of utilities, please provide specification on how much (in dollars) is needed for the duration of project.

F. Services, Repairs, Rental, and Insurance

If the proposed program includes services, repairs, rentals, or insurance, please provide specifications on all needed services for the project.

G. Transportation and Training

If the proposed program includes training or transportation, please provide specifications for how much it will cost.

SAMPLE ONLY

BUDGET DETAIL

XXX FOUNDATION
 123 MAIN STREET
 LAS CRUCES, NM 88001

<u>ITEMS</u>	<u>REQUESTED</u>
Salaries:	
501-001 Program Coordinator (40 hrs @ \$8.50 per hour)	\$17,680
NM State Unemployment Compensation	\$ 200
Operating Expenses:	
605-002 Audit	\$ 300
603-001 Postage	\$ 100
Travel:	
708-002 In-state - Santa Fe (To include per diem and mileage on other than company vehicle)	\$ 300
Capital Expenditures:	
804-005 Equipment:	
Typewriter	\$ 500
File cabinet	\$ 250
Desk	\$ 300
Chair	\$ 175
Telephone	\$ 400
	<u>\$ 1,625</u>
GRAND TOTAL	\$ 21,830

DISCONTINUED

306
FORM B
BUDGET DETAIL

Organization:
Program:

TOTAL AMOUNT REQUESTED \$ _____

ITEMS REQUESTED **AMOUNT**

Salaries (includes benefits): (Category 501)

- 1. _____
- 2. _____
- 3. _____

TOTAL

Operating Expenses and Postage: (Categories 602-603)

- 1. _____
- 2. _____
- 3. _____
- 4. _____

TOTAL

Capital Expenditures: (Categories 801-804)

- 1. _____
- 2. _____
- 3. _____
- 4. _____

TOTAL

Utilities: (Category 604)

- 1. _____
- 2. _____
- 3. _____
- 4. _____

TOTAL

Services, Repairs, Rentals and Insurance: (Categories 605, 701, 702, 704)

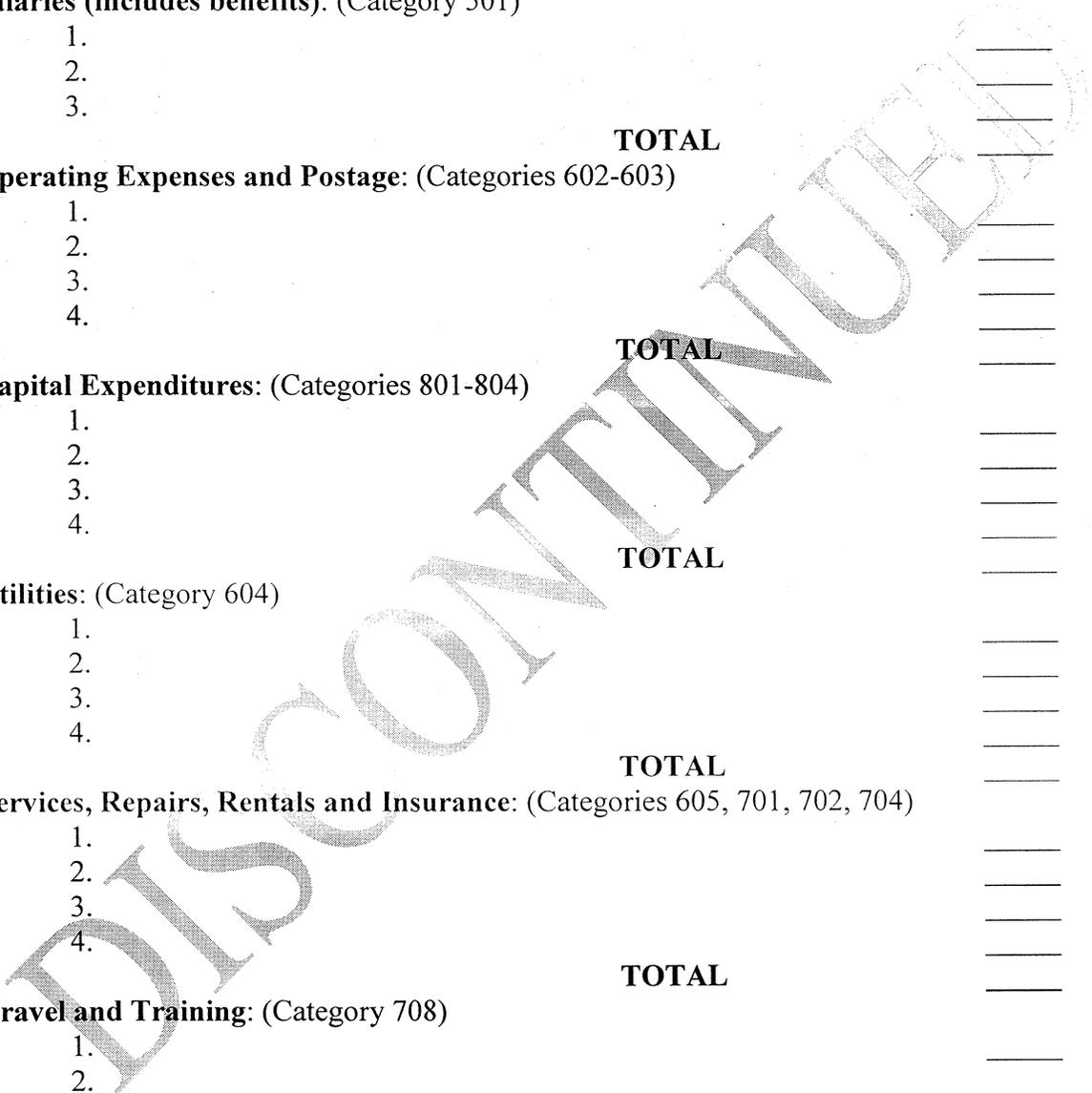
- 1. _____
- 2. _____
- 3. _____
- 4. _____

TOTAL

Travel and Training: (Category 708)

- 1. _____
- 2. _____
- 3. _____

TOTAL



**MUST USE THIS FORM
FORM C
BUDGET DESCRIPTION AND JUSTIFICATION**

Organization:

Program:

Briefly and specifically describe each line item listed on Form B in a separate paragraph below (limit to a total of 2 pages):

Salaries (Category 501): Specify position(s), hours per week and rate of pay per hour (including salary positions).

DISCOUNT FINANCE

Operating Expenses and Postage (Categories 602-603): Specify the type(s) of expenses and services.

DISCOUNT FINANCE

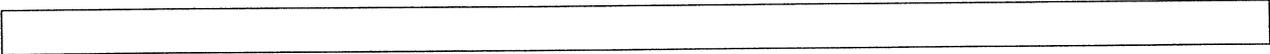
Capital Expenditures (Categories 801-804): Specify what type of item(s) and equipment, including technical specifications if applicable.

DISCOUNT FINANCE

Utilities (Category 604): Specify the type of utility and company name(s) if known. If subject to bid, please state "To seek bids" and include a brief summary of the bidding process.

Services, Repairs, Rentals and Insurance (Categories 605, 701, 702, 704): Specify the type of utility and company name(s) if known. If subject to bid, please state "To seek bids" and include a brief summary of the bidding process.

Travel and Training (Category 708): Specify reason for travel, mode of transportation and distance to be traveled. If daily or weekly travel, please indicate as such and provide average mileage with calculations. For training, provide type of training, duration, date(s) of training and location(s).



DISCONTINUED

FORM D

PROPOSED NUMBER OF CLIENTS TO BE SERVED
PROPOSED SERVICES BASED ON UN-DUPLICATED COUNT OF:
 Households Individuals

Organization/Program:

1. If not a new project, how many units were (will be) served from July 1, 2009 through June 30, 2010?

2. If funded, please list the anticipated number of units that will be served from July 1, 2009 through June 30, 2010.

	Low Income	Moderate Income	Other Income	Total
July 2009, proposed				
Aug. 2009, proposed				
Sep. 2009, proposed				
Oct. 2009, proposed				
Nov. 2009, proposed				
Dec. 2009, proposed				
Jan. 2010, proposed				
Feb. 2010, proposed				
Mar. 2010, proposed				
April 2010, proposed				
May 2010, proposed				
June 2010, proposed				
TOTAL PROPOSED				
New Units, (TOTAL PROPOSED – TOTAL EXISTING) (If applicable)				

Primary Activity of the Application

Check the primary activity of the program for which funds are requested (check only one box):

Public Service Needs *	Primary Activity
Public Services (General)	
Senior Services	
Handicapped Services	
Youth Services	
Legal Services	
Child Care Services	
Transportation Services	
Substance Abuse Services	
Employment Training	
Fair Housing Activities	
Tenant/Landlord Counseling	
Health Services	
Mental Health Services	
Abused/Neglected Children	
Battered/Abused Spouses	
Lead-Based Paint Hazard Screening	
Home Ownership Assistance (not direct)	
Crime Awareness	
Homeless Services	
Rental Housing Subsidies	
Security Deposits	
Subsistence Payments	
Migrant farm workers	
Other Public Service Need	

Briefly explain how your program qualifies for this activity:

* Note: All programs must meet one of the following criteria:

1. A Limited Clientele Activity, which benefits a limited clientele, at least 51 percent of whom are low-income and/or moderate-income persons, or
2. Area Benefit Activity, which benefits are available to all the residents in a particular area as determined by Census Data, where at least 51 percent of the residents are low-income and/or moderate-income persons, or
3. Presumed Benefit Group Activity, exclusively serving one or more of the following: Abused Children, Battered Spouses, Elderly Services (62 years of age or older), Severely Disabled, Homeless Persons, Illiterate Adults, Persons living with AIDS or Migrant Farm Workers.

4. Nature and Location Activity, concluded that 51% of clients are low- and moderate-income due to nature of services and location of activity.

DISCONTINUED

APPLICATION SUBMISSION CHECKLIST

All applications must include the following documents to be considered for processing. Submit in the following order:

- Submit one (1) UNSTAPLED original application with attachments. **Use binder clip only.** Do not submit in spiral binders, folders or with plastic covers.

Required Attachments include:

- Proof of Non-profit Status – Tax Exemption Determination Letter
- Most Recent Independent Audit/Financial Statement
- List of Current Board Members
- Articles of Incorporation
- By-laws
- Resume of Program Administrator
- Resume of Fiscal Officer
- Resume(s) of current employees to be funded by the project
- Equal opportunity Employment Statement & Grievance Procedure
- Cost Allocation Plan
- Disabled Client Service Plan
- Statement of Insurance
- Signed letter from the Board of Directors or designated authorized official requesting submission of the application

Optional Attachments:

- List of All funding sources in addition to those listed in the application (1 page maximum).

All Applications must be submitted by: January 21, 2009, 4:30 p.m.

I. PURPOSE

The purpose of this document is to define the general procedures and criteria for consideration of Public Service programs to be included in the City's Consolidated Plan. Programs would be funded with City of Las Cruces Community Development Block Grant funds. The information presented herein should provide guidance so that applications submitted are reflective of the needs and priorities established by the community.

The mission of the U.S. Department of Housing and Urban Development (HUD) is "to help people create communities of opportunity." One of the expressed goals is to develop a viable urban community by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate-income persons. "Established by the Housing and Community Development Act of 1974, the Community Development Block Grant Program (CDBG) is the federal government's primary means to support local efforts in the regeneration and stabilization of neighborhoods. To implement HUD's goals, the City of Las Cruces receives entitlement funding for the Community Development Block Grant (CDBG) and HOME programs. These resources are made available to help Las Cruces create a "community of opportunity." As part of this effort, the CDBG program requires a maximum dedication of 15% of our entitlement funds for the implementation of public services through non-profit and other eligible agencies.

II. CONSOLIDATED PLAN & PROCESS

The CDBG and HOME programs further the goal of reinventing government by incorporating public input. The instrument to accomplish this goal is the City's Consolidated Plan. The Consolidated Plan is composed of the following sections:

- ES.** Executive Summary
 - I.** Introduction
 - II.** Socioeconomic Analysis
 - III.** Housing and Community Development Needs
 - IV.** Housing Market Analysis
 - V.** Special Needs Populations
 - VI.** Analysis of Impediments to Fair Housing Choice
 - VII.** Strategies and Action Plans
 - VIII.** CDBG Special Benefit Area Designation
- Appendices

The essence of the Consolidated Plan can be found in the Strategies and Action Plans section, which establishes long-term goals for bringing needs and resources together in a coordinated effort for the improvement of the Las Cruces community. It is here that the community's needs are summarized and prioritized. The needs are listed in the form of seven goals. All of the projects that are funded need to help achieve these goals.

Each year the City must review and update this section of the Consolidated Plan, which includes the Action Plan. The Action Plan identifies the activities that will be undertaken or funded during the coming year. The City is required to update the Consolidated Plan by following a detailed citizen participation process. The process continues when the draft Plan is presented to

the community and City Council. The City Council reviews the Action Plan and approves it in its final form. The draft Action Plan is subject to change and modification by the City Council.

Once the Action Plan is approved by City Council, the City submits it to HUD. Contingent upon the release of funds from HUD, contracts and agreements are entered into and programs are undertaken. Before any program begins, an appropriate contract, joint powers or interdepartmental agreement must be in place with organizations or units of government involved with the approved Public Service Programs.

III. PROGRAM CONSIDERATIONS

A. Funding Policies

The City will entertain applications for Public Service Programs to be included in the City's Consolidated Plan.

Organizations interested in submitting proposals should be aware that CDBG funds are committed by the City of Las Cruces for only one year at a time, regardless of the type of program. Funding priorities are regularly reviewed and changed and no organization is assured of funding in subsequent years.

Public service funds are limited by Federal regulation. The City will make available 15% (fifteen percent) of the current year Community Development Block Grant (CDBG) allocation for public service programs. This is the maximum amount authorized under current federal regulations. These programs must represent either a new service or an increased effect in an existing level of service and exclusively serve City residents.

Public and private non-profit service agencies, (i.e. 501(c)(3)) will be considered. The City may request additional information or documentation to verify corporate status of agencies applying for or to support application statements. This could include up-to-date licenses for all qualified personnel.

"Incomplete applications will not be considered."

B. Organizations Eligible To Submit Applications

City entities, other governmental entities and private nonprofit organizations may submit proposals for public services. Nonprofit entities, to be eligible, must already have an established exemption status and must be able to provide a copy of that exemption designation, if requested.

Nonprofit entities, to be eligible, must also have the organizational capacity to carry out the proposed activity and to meet the record keeping and reporting requirements of the CDBG Program. An indication of those requirements may be obtained by review of the City's standard agreement for programs, as contained in Appendix A.

Applications for funding will be accepted from all eligible organizations whether they have previously received CDBG grants or not, with no limitation set on the number of years an organization can receive funding. However, organizations that have never received funding

before or are not currently funded will be given due consideration in the scoring process to allow new recipients their chance to enhance the lives of low-income and moderate-income areas and/or clients.

For organizations previously funded, failure to perform in a timely manner may be grounds for not being considered for further funding. This is to encourage timely completion of the previously funded programs and to maximize participation in the CDBG Program. Additionally, any findings of noncompliance from a monitoring visit of any program must be resolved by the application deadline date.

C. Final Decisions

City Council retains final authority to make the final funding determination on all projects. The recommendation from the Health and Human Services Advisory Committee is only a recommendation to help guide Council.

Duplication of programs currently addressing the same need within the community may be grounds for disqualification from consideration. Such decisions will be made by the City Council based on a recommendation from the Health and Human Services Advisory Committee.

D. Conflict of Interest

In accordance with 24 CFR 570.611 (CDBG Conflict of Interest Regulations) all appointed members of the Health and Human Services Advisory Committee will complete a Conflict of Interest Disclosure form for notification to the City Council on a yearly basis. Committee members with a Conflict of Interest will not be allowed to continue to serve on the Health and Human Services Advisory Committee.

IV. ELIGIBLE PROGRAMS

To be eligible for funding and to be included in the Consolidated Plan (Action Plan section) programs:

- A. Must meet one of the national goals; and
- B. Must fall under one of HUD's list of accepted activities;
- C. Must be consistent with the Consolidated Plan Priorities.

The list of accepted activities is extensive and covers many areas. Meeting a national goal, however, is often more difficult. Approved programs must meet the national objective of benefiting low- and moderate-income persons (Appendix B). As defined by HUD, this means demonstrated service to predominantly or exclusively low- and moderate-income persons. To demonstrate this, each program must be able to maintain the records that confirm the goal is being met.

In general, the national objective of benefiting low- and moderate-income persons fall principally under two major categories. These two categories are low and moderate (L/M) income area benefits and limited clientele benefits. The categories of L/M housing and L/M jobs are similar to the category of limited clientele. The formal National Objective Matrix is found in Appendix B of this Handbook.

L/M Income Area Benefit Activities: An area benefit activity is an activity; which meets the identified needs of L/M income persons residing in an area where at least 51% of the residents are L/M income persons. The benefits of this type of activity are available to all persons in the area regardless of income. Records must be maintained that include boundaries of the service area and income characteristics of families and unrelated individuals in the service area. The map on the following page identifies areas of L/M persons within the City of Las Cruces.

L/M Income Limited Clientele: An activity which provides benefits to a specific group of persons rather than everyone in an area generally. It may benefit particular persons without regard to the area in which they reside, or it may be an activity; which provides benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51% of the beneficiaries of the activity must be L/M income persons.

Nature and Location Concluded Activity: An activity that is of such nature and in such location that it may be concluded that the activity's clientele will primarily (51% or more) be low- and moderate-income persons.

The priorities for funding CDBG Public Services are listed in the *Priority Needs Summary Table*, and are set by the City Council. (Appendix C)

V. CLIENT CITIZENSHIP OR QUALIFIED ALIEN ELIGIBILITY

A. Supporting Documentation of Client Eligibility

Effective July 2008, a program directive was issued stating all City funded programs (including CDBG and Health Related Public Service) must provide proper documentation of citizenship or qualified alien eligibility for each client the agency serves. The program directive is in accordance with established federal laws and guidelines to ensure that ineligible clients do not receive public benefits, and that clients with disabilities will not be discriminated against in obtaining the required evidence. A copy of the City's five page program directive and the supporting Federal Register excerpts will be given to each agency that receives a CDBG or Health Related Public Service funding award.

Supporting documentation to verify the client's identity and citizenship/national status for program eligibility include both primary and secondary evidence of citizenship or qualified alien eligibility such as:

Primary Sources: birth certificates from one of the 50 states, passports, certificates of naturalization, U. S. citizen identification cards, statements provided by a U. S. Consular Officer, American Indian cards or other similar documents.

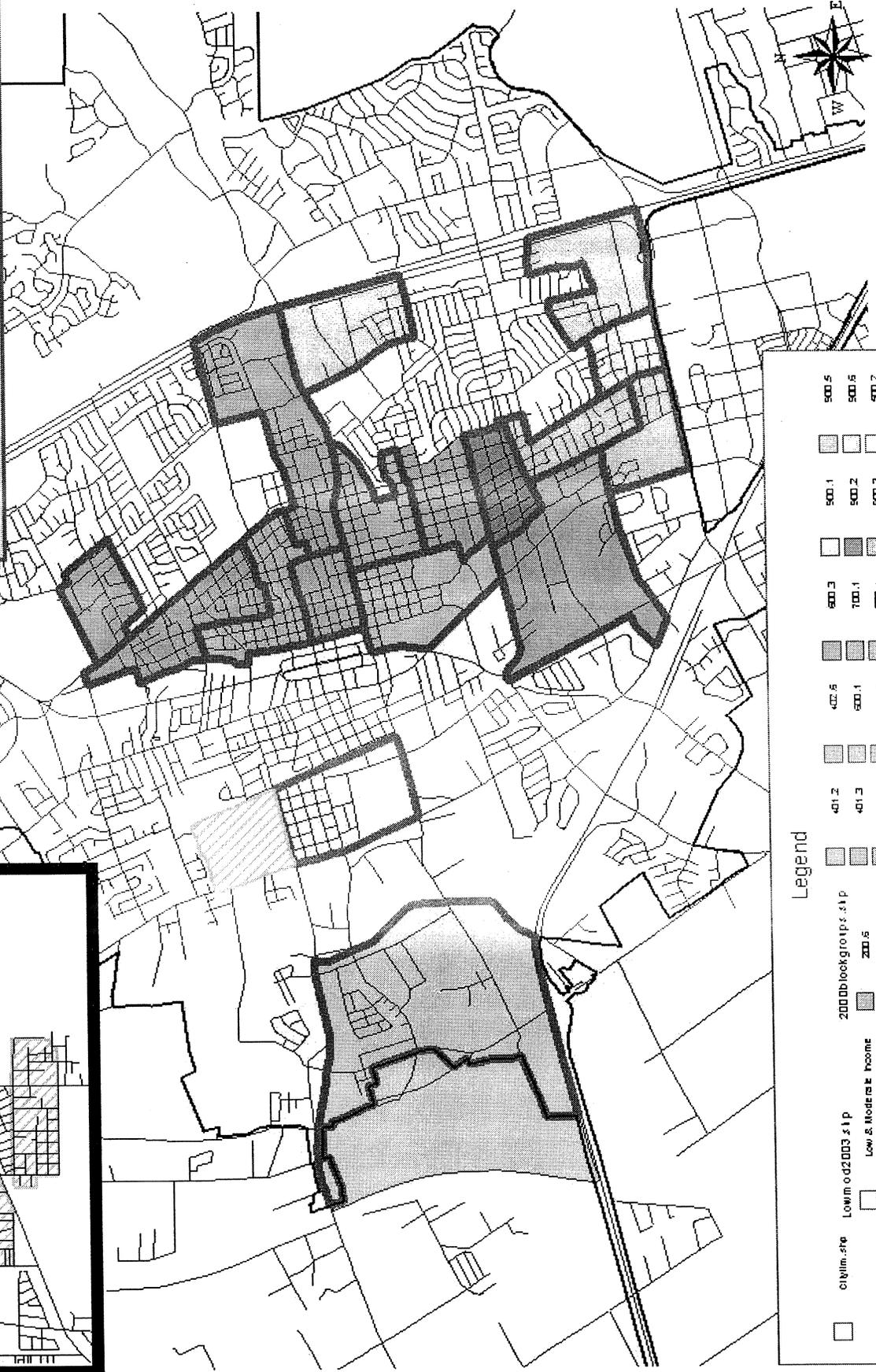
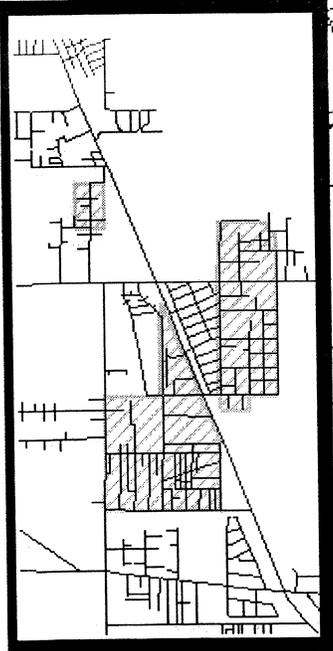
Secondary Sources: Religious records from one of the 50 states, school records, census records, civil service employment verification prior to June 1, 1976, hospital records, adoption finalization papers from one of the 50 states and certain territories.

B. Exempt Funded Programs

Not all CDBG and Health Related Public Service programs are required to provide proof of citizenship or qualified alien eligibility for their clientele. Programs which are exempt from this requirement include the following activities:

1. Public facility and infrastructure programs, as provided on an area wide basis;
2. Community Housing Development Organizations (CHDO) Operating Assistance;
3. Aliens receiving a benefit as of August 22, 1996 and continuing to receive said benefits under the programs for housing and community development assistance or financial assistance administered by the Secretary of HUD, or any program under Title V of the Housing Act of 1949;
4. Public Safety and Community Service Programs at large, including fire, police, ambulance, emergency medical transport, public transportation and para-transit, sewer and sanitation services, and other regular, widely available services or programs, services, and assistance delivered at a community or community-wide level, including but not limited to those services for the necessary protection of life or safety, such as:
 - a. Crisis counseling and intervention programs, services and assistance related to child protection, adult protective services, violence and abuse prevention, victims of domestic violence or other criminal activity; or treatment of mental illness or substance abuse;
 - b. Short-term shelter or housing assistance for the homeless, for victims of domestic violence, or for runaway, abused or abandoned children for a period less than or equal to 90 days;
 - c. Programs, services or assistance to help individuals during periods of heat, cold or other adverse weather conditions;
 - d. Soup kitchens, community food banks, senior nutrition programs, or other such community nutrition services for persons requiring special assistance (e.g. disabled adults);
 - e. Medical and public health services (including treatment and prevention of diseases and injuries) and mental health, disability, or substance abuse assistance necessary to protect life or safety;
 - f. Activities designed to protect the life or safety of workers, children and youths, and community residents; and
 - g. Any other programs, services or assistance necessary for the protection of life or safety.

**Eligible Low-Moderate Income Area
Census Tracts and Block Groups**



Legend

- City limits
- Low & Moderate Income
- Special Source Area
- 2000 block group
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VI. CONTRACTUAL REQUIREMENTS

A. Under City and Federal laws and regulations, certain requirements must be met in order to negotiate an agreement and disburse funds. These requirements include the following:

- 1) Except for economic development projects and certain types of housing projects, applicants must demonstrate that they are a private, non-profit or governmental agency.
- 2) After an application is approved for funding, an agreement will be prepared and sent by the City to the person identified by the applicants as the authorized official for signature (See Appendix A). The agreement will specify the amount of the award, the period for which the project is approved, duration dates, and administrative provisions. Grantee recipients will be required to file regular reports on expenditures, progress towards goals, and beneficiaries. Forms for these reports will be provided.
- 3) If the application is awarded funding, any deviation from the original proposed project may require review and recommendation from the Committee and final approval by the City Council.
- 4) Grantee recipients will be required to obtain adequate insurance covering worker's compensation, bodily injury, property damage, or automobile liability, depending on the nature of the project. Grantees will be responsible for obtaining any necessary licenses and for complying with applicable federal, state, and municipal laws, codes and regulations.
- 5) Recipients will be required to comply with affirmative action and equal opportunity laws. In the event of non-compliance, the agreement may be terminated or suspended in whole or in part.

VII. SUBMISSION REQUIREMENTS - GENERAL

A. Projects considered for inclusion into the Consolidated Plan are applied for in different ways. This application is to be used only for proposed public services projects only.

More than one application may be submitted by an organization. If an organization proposes two different programs, two separate applications are required.

B. Applications may be either hand carried or mailed. In either case, **the unstapled original (binder clips only)** must be received in the Community Development Office-Neighborhood Services Section **no later than 4:30 p.m. on January 21, 2009. (Note: the application deadline date shall be changed for each calendar year at the discretion of staff and the Health and Human Services Advisory Committee to meet HUD deadlines).** Late applications will not be considered by the Health & Human Services Advisory Committee for funding. Submit the original application to:

Jean Barnhouse-Garcia
 Neighborhood Services Specialist – Public Services
 Community Development Department, Neighborhood Services Section
 City of Las Cruces
 P. O. Box 20000 (mailing address) Las Cruces, NM 88004
 or
 City Office Complex, 575 S. Alameda, Room 153 (hand carried address)

- C. An applicant may submit an amended application before the closing time and date stated above. Such amended applications must be complete replacements from the previously submitted application and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble application materials.
- D. Applications received after the deadline will not be considered for funding.
- E. Incomplete applications may be rejected by the City of Las Cruces staff or the Health and Human Services Advisory Committee. The City of Las Cruces and the Committee reserve the right to deny all applications that do not meet the minimum requirements of the application process, HUD, the State of New Mexico, and/or the City of Las Cruces.
- F. Applicants must forward only the documents and attachments required by the application, the City of Las Cruces staff and the Health and Human Services Advisory Committee. All other documents and attachments will be refused.
- G. Joint applications are allowed when two or more eligible organizations wish to address a common problem. One organization will be designated to serve as the lead applicant, will be the recipient of the funds, and will be subject to the administrative requirements. Joint applications must be accompanied by a letter of agreement, from all of the organizations stating their intention to cooperate on the project. Authorized individuals from each organization must sign the letter of agreement.
- H. Subcontractors and other business associations to be used by the applicant in performance of the scope of work shall be identified with specificity in the application.

VIII. STEPS TO THE SELECTION AND EVALUATION PROCESS

- Step 1** Complete the application and submit the application by the deadline. Submit one unbound original of the application and required attachments (See application checklist on page 20).
- Step 2** Staff reviews applications for eligibility determination, full submittal requirements and completes the technical scoring on eligible applications.
- Step 3** Staff provides notice of eligibility to all applicants.
- Step 4** Eligible applications are submitted to the Health and Human Services Advisory Committee.

- Step 5** Health and Human Services Advisory Committee members read all eligible applications and individually score all applications. All scoring will be accomplished using the provided worksheet for each application (see Appendix A), which includes scoring provisions for subjective aspects.
- Step 6** The Health and Human Services Advisory Committee will hold a public hearing to listen to presentations from all of the eligible applicants. Presentations will be limited to 5 minutes, and a 5 minute period for question and answers by the Committee of the applicants. Rankings will be conducted separately from the public hearing. The committee members can use the information gathered from the presentations to help in scoring the applications for the subjective provisions of the worksheet only and make any revisions to their rankings/scores at that time.
- Step 7** The Health and Human Services Advisory Committee members submit completed worksheets to staff for tabulation at the public hearing after all presentations.
- Step 8** Staff tabulates the totals for each application. If at least five (5) members of the seven member committee have scored worksheets, then the staff shall eliminate high and low scored worksheets. If fewer than five members score worksheets, then all shall be tabulated. All scores for that application are combined (except for high and low scores if at least five are submitted) giving a total score for each application.
- Step 9** The tabulations are then presented to the Health and Human Services Advisory Committee in public hearing, which are the final rankings.
- Step 10** The Health and Human Services Advisory committee uses the final rankings to determine funding amounts for each agency, starting with the top ranked agencies and working down the list. However, this does not necessarily mean that any application will be funded at the full requested amount. If the committee members agree, by majority vote of the committee members present in a public meeting, that any lower ranked application will not be considered further, City staff will record the affected applications and the applicant organization's name.
- Step 11** Rankings and funding recommendations are then sent to City Council for final decision and inclusion in the Action Plan.

APPENDIX A

APPLICATION RANKING CRITERIA

DISCONTINUED

Technical Ranking Criteria for CDBG Public Services Funding

These criteria focus on how well the applicant designs its project, how it fits into the overall organization's concept, and the extent to which it hopes to provide new services. **For all factors, the lower the score the higher the rating.**

Organization or Application Title: _____

1. **Age of Organization. (10 points maximum)**
 - a. Older than 6 years = 0
 - b. Less than 2-5 years old = 5
 - c. New Organization (last two years) = 10 _____ Points

2. **Prior CDBG Public Services Funding (20 points maximum)**
 - a. Previously funded agency with a new project that will significantly raise the service level in the community = 0
 - b. Previously funded agency, but with same project and a small but justifiable increase or justifiable decrease in service levels = 10
 - c. Previously funded agency with same project, no change in service levels = 15
 - d. Never funded and/or new agency founded in last two years = 20 _____ Points

3. **Meets one of the Consolidated Plan Priority needs (10 points maximum)**
 - a. Yes = 0
 - b. No = 10 _____ Points

4. **Commonality of New Project with Current Activities/Mission (10 points maximum)**
 - a. Excellent fit with current mission = 0
 - b. Works in concert with current mission = 5
 - c. Has no commonality with current mission = 10 _____ Points

5. **Increase/Decrease in Service (15 points maximum)**
 - a. 71-100% service increase from last year (or new project) = 0
 - b. 31-70% increase in services from last year = 5
 - c. Up to 30% increase in services from prior year = 10
 - d. No increase in services from prior year, new project or program = 15 _____ Points

6. **Matching Funds (including in-kind) as part of budget (15 points maximum)**
 - a. Yes, 51% or more of project budget = 0
 - b. Yes, 5 – 50% of project budget = 5
 - c. Yes, 1 – 4% of project budget = 8
 - d. None = 15 _____ Points

7. **Life Span of the Project (10 points maximum)**
 - a. 5 years or more = 0
 - b. 2-4 years = 5
 - c. At least 1 year = 8
 - d. Under 1 year = 10 _____ Points

8. **Quality of the Proposed Project (15 points maximum)**
 - a. Method of implementation is workable = (0 to 5)
 - b. Clarity, consistency and clear logic of proposal = (0 to 5)
 - c. Ability to manage the project = (0 to 5) _____ Points

TECHNICAL TOTAL _____ POINTS (max. = 105, min. = 0)

Staff Person Completing Review _____

Signature _____

Date _____

Subjective Ranking Criteria for CDBG Public Services Funding

The subjective ranking criteria are looser, with more flexibility in scoring. They focus on the organization's ability to partner, community and neighborhood needs, and extent of leveraging. **For all factors, the lower the score the higher the rating.**

Organization or Application Title: _____

1. Partnership application (10 points maximum)

- a. Yes = 0
- b. No = 10 _____ Points

2. Stake of Partner (15 points maximum)

- a. Partner is fully experienced in the proposed project area and is committing funds to the project = 0
- b. Partner is experienced in the proposed program area = 5
- c. Partner has no experience in the proposed program area = 10
- d. No partnership in proposed project = 15 _____ Points

3. Leveraging Resources (10 points maximum)

- a. Project or agency leverages Human Resources (volunteers or other in-kind) or financial resources = (0 to 9)
- b. Project does not leverage funds or resources with other agencies = 10 _____ Points

4. Feasibility (15 points maximum)

- a. Is the project budget justified by documented costs that are reasonable and consistent? (0 to 5)
- b. The level of public subsidy is needed, as shown by the Health Related Public Services needs as established by the HHSAC = (0 to 5)
- c. Has the applicant documented efforts to get other funding? _____ Points

5. Community Need for the Project (10 points maximum)

- a. High = 0
- b. Medium = 5
- c. Low = 10 _____ Points

6. Need / Priority Addressed by the Project (10 points maximum)

- a. Has the applicant documented a need for the project? = (0 to 5)
- b. Does the project provide direct assistance for persons to gain self-sufficiency or maintain independence? = (0 to 5) _____ Points

7. Known Neighborhood Support for the Project (5 points maximum)

- a. Yes = (0 to 4)
- b. No = 5 _____ Points

SUBJECTIVE TOTAL _____ POINTS (max. = 75, min. = 0)

Total Combined Technical and Subjective Score:

Technical _____ + Subjective _____ = _____ Points

Staff Person Completing Review _____

Signature _____ Date _____

APPENDIX B

NATIONAL OBJECTIVE MATRIX

DISCONTINUED

NATIONAL OBJECTIVE MATRIX

LMA=Low/Mod Area
 LMC=Low/Mod Limited Clientele
 LMH=Low/Mod Housing
 LMJ=Low/Mod Jobs
 N = Not Allowed (others are suitable objectives)

NOT IN USE (Special Council Action Needed)
SBA = Slum/Blight Area
SBR = Slum Blight Urban Renewal
SBS = Slum/Blight Spot
URG = Urgent Need

ACTIVITY	LMA	LMC	LMH	LMJ	SBA	SBS	SBR	URG
Public Services (General)			N	N		N	N	
Senior Services	N		N	N		N	N	
Handicapped Services	N		N	N		N	N	
Homeless Services	N		N	N		N	N	
Youth Services	N		N	N		N	N	
Transportation Services			N	N		N	N	
Substance Abuse Services			N	N		N	N	
Battered and Abused Spouses	N		N	N		N	N	
Employment Training			N	N		N	N	
Crime Awareness			N	N		N	N	
Fair Housing Activities (If Subject to 15% Cap)			N	N		N	N	
Tenant/Landlord Counseling	N		N	N		N	N	
Child Care Services	N		N	N		N	N	
Health Services			N	N		N	N	
Abused and Neglected Children	N		N	N		N	N	
AIDS Patients	N		N	N		N	N	
Screening for Lead Based Paint/Lead Hazards Poisoning	N		N	N		N	N	
Interim Assistance		N	N	N		N	N	

APPENDIX C

CONSOLIDATED PLAN PRIORITY NEEDS TABLE

DISCONTINUED

City of Las Cruces
Community Development Needs and Priorities
Program Year 2009

Public Services	Needs	Current	Gap	PRIORITY
05 Public Services (General) 570.201(e)	5000	0	5000	HIGH
05A Senior Services 570.201(e)	0	0	0	MEDIUM
05B Handicapped Services 570.201(e)	0	0	0	HIGH
05C Legal Services 570.201(e)	0	0	0	LOW
05D Youth Services 570.201(e)	1000	0	1000	HIGH
05E Transportation Services 570.201(e)	0	0	0	LOW
05F Substance Abuse Services 570.201(e)	0	0	0	MEDIUM
05G Battered & Abused Spouses 570.201(e)	250	0	250	HIGH
05H Employment Training 570.201(e)	0	0	0	MEDIUM
05I Crime Awareness 570.201(e)	0	0	0	MEDIUM
05J Fair Housing Activities (if CDBG, subject to 570.201(e)	0	0	0	MEDIUM
05K Tenant/Landlord Counseling 570.201(e)	0	0	0	MEDIUM
05L Child Care Services 570.201(e)	0	0	0	MEDIUM
05M Health Services 570.201(e)	0	0	0	MEDIUM
05N Abused and Neglected Children 570.201(e)	0	0	0	HIGH
05O Mental Health Services 570.201(e)	0	0	0	MEDIUM
05P Screening for Lead-Based Paint/Hazards Poison 570.201(e)	0	0	0	LOW
05Q Subsistence Payments 570.204	0	0	0	LOW
05R Homeownership Assistance (not direct) 570.204	0	0	0	LOW
05S Rental Housing Subsidies	0	0	0	LOW
05T Security Deposits	0	0	0	LOW

APPENDIX D

SAMPLE AGREEMENT

DISCONTINUED

**AGREEMENT BETWEEN
THE CITY OF LAS CRUCES AND
XXXXX
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into this ____ day of _____, 2009, between the City of Las Cruces (herein called the "Grantee") and XXXXX. (herein called the "Sub-recipient"), under CDBG Grant Number B-09-MC-35-0002.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, Title 24 of the Code of Federal Regulations (CFR) and Catalogue of Federal Domestic Assistance No. 14.218;

WHEREAS, the City will have performed all of the steps necessary to obtain U.S. Department of Housing and Urban Development (HUD) approval of the City's 2006-2010 Consolidated Plan, including the 2009 Action Plan, which includes funding of \$ _____ for FY 2009-10; and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. National Objectives

The sub-recipient certifies that the activities it carries out with funds provided under this Agreement will meet the CDBG Program's National Objective (check one):

____ In accordance with 24 CFR 570.208 (a) (1) of benefiting all census blocks with the highest proportion of low and moderate persons, specifically census tract: block group(s) of ____ (i.e. Area Benefit); or

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (A), the Sub-recipient has income eligibility requirements which limits the activity exclusively to low and moderate income persons, which requires income verification by HUD standards (i.e. Presumed Benefit); or

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (B) of benefiting low/moderate income persons by requiring information on family size and income so that at least 51 percent of the clientele are low and moderate income families, but only low and moderate income families will be qualified for the CDBG funds (i.e. Low/Mod Limited Client, Income Verification Required); or

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (C) have income eligibility requirements which limit the activity exclusively to low- and moderate-income persons, (i.e. Low-Mod Concluded Activity): or

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (D) be of such nature and be in such location that it may be concluded that there is presumed benefit and the activity's clientele will primarily be low and moderate income persons. The nature and location of the activity must be officially documented (i.e. Concluded Location).

B. Activities

The Sub-recipient will be responsible for administering a CDBG Public Services program in a manner that complies with HUD Regulations and Grantee requirements.

Program services under area benefit must income qualify clients living outside the designated area. The program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Description:

XXXXX

2. Program Type: XXXXX

Program Title: XXXXX

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Sub-recipient agrees to provide the following level of program services during PY 2009-2010.

Activity

Public Services, 24 CFR Part 570.201 (e). Total Units/ Year (fill in one):

(a.) Number New Units this year (new projects only) _____

(b.) Increased levels of service from XXX units provided last year to XXX units this year (projects operating/having a grant in 2008-2009)

Unit Definition: Each unit represents one unduplicated individual served at XXXXX or equivalent facility, as provided by the Sub-recipient. Each individual will be qualified benefit recipient as defined in 24 CFR Section 570.208 and Grantee requirements (if applicable).

D. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards required herein. Substandard performance, as determined by the Grantee, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within 30 calendar days after being notified by the Grantee, Agreement suspension or termination procedures may be initiated.

II. TIME OF PERFORMANCE

A. Term of the Agreement

This Agreement shall start on July 1, 2009, or the date on which the United States Department of Housing and Urban Development releases funds to the Grantee for Grant B-06-MC-35-0002, whichever is later. The period of performance will continue for twelve (12) months after the beginning date, but end no later than June 30, 2010.

B. Eligible Payment Period

All expenses and purchases approved by this Agreement and incurred during the grant period from July 1, 2009, to June 30, 2010 are eligible for reimbursement. The term of this Agreement and the provisions herein shall not be extended unless a one-time extension for less than six (6) months is requested in writing by the Sub-recipient and approved by the Grantee. Such an extension may be granted by the Grantee's Neighborhood Development Administrator, provided that such an extension is for cause beyond the Sub-recipient's control, and in accordance with the same terms and conditions of the original agreement. All other extensions or changes in scope, performance, or approved responsibility to this Agreement shall be by the Grantee's governing body and the Sub-recipient in writing.

III. BUDGET

Sub-recipient is required to expend funds in a timely manner. Sub-recipient should expend a minimum of 40% of the funds within six months of the Agreement start date. Funds that are not expended by the end of the term of the Agreement will be held by the Grantee and will not be available to the Sub-recipient.

Payments will be made for the line items listed below:

EXPENDITURE CLASSIFICATION	DESCRIPTION OF ITEM	APPROVED BUDGET
501-001	Permanent Positions, Full & Part-Time	XXXXX
	TOTAL	XXXXX

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Detailed Line Item budget requested: Yes No

If necessary, up to 25% of the total funding of the grant may be moved within already approved line item categories during the course of the grant. All changes to approved budget lines will require written requests for change, to be submitted on the provided Budget Line Item Revision Request (BLIRR) by the Sub-recipient. Any budget changes must be limited to comply with the administrative scope of the program/project as defined by Part I, Scope of Service of the Agreement and the line items listed in this section. Adjustments between the individual line items above may be approved by the City's Neighborhood Services Administrator. All other adjustments or amendments in excess of 25%, or any change to the scope, must be approved by the Las Cruces City Council and the Sub-recipient in writing, excluding the adjustments between budget line items.

Indirect costs cannot be charged to this Agreement.**IV. AMENDMENTS**

The Grantee or Sub-recipient may amend the budget, scope of work, or this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body except as provided in Section III. Such amendments shall not invalidate nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by a written amendment signed by both Grantee and Sub-recipient.

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$ _____. The payment of eligible expenses shall be made for only the line item budgets specified in Section III herein and in accordance with the scope of service. Payments are contingent upon adherence to all administrative requirements as specified in Section VII of this Agreement.

VI. COMMUNICATIONS

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

GRANTEE	SUB-RECIPIENT
Jean Barnhouse-Garcia, Neighborhood Services Specialist – Public Services Community Development Department City of Las Cruces P. O. Box 20000 Las Cruces, NM 88004 Phone: (505) 528-3048 E-mail: jbarnhouse-garcia@las-cruces.org	XXXXXXXX

VII. ADMINISTRATIVE REQUIREMENTS**A. Financial Management**

The Sub-recipient agrees to comply with standard specified in 24 CFR Part 84, Subpart C, Financial Program Management, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," and A-133, "Audits for States, Local Governments and Non-Profits."

B. Documentation and Record-Keeping**1. Records to be Maintained**

The Sub-recipient shall maintain all records required by Federal regulations, State law, local ordinances and Grantee requirements that are pertinent to the activities to be funded under this Agreement, including 24 CFR Part 570 and 24 CFR Part 5. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken and demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- b. Records necessary to determine the eligibility of activities;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973;
- d. Financial records as required by 24 CFR Part 570.502 and 24 CFR Part 84, Subpart C, Financial and Program Management;
- e. Other records necessary to document compliance with 24 CFR 570 Subpart K;
- f. Disclosure of evidence of citizenship or eligible immigration status on all eligible clients; and
- g. Records of the ethnicity, race, gender and disability status of all eligible clients.

2. Data Collection

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income (as applicable), citizenship/legal immigration, identity and verification of Las Cruces residency, verification in accordance with 24 CFR Part 5 or other Grantee required documentation for determining eligibility, and description of service provided. Such information shall be maintained in a client file by the Sub-recipient and shall be submitted as part of the monthly report and also made available to the Grantee monitors or their designees for review upon request. A Monthly Summary Progress Report of clients served shall be submitted with each monthly billing (see chart of requirement, below).

3. Required Documents for Client Files and Regular Grantee Submissions:

REPORTS and/or DOCUMENTATION	SUBMITTED TO GRANTEE	RETAINED N CLIENT FILES
Client Verification (intake) Forms*	X (copy)	X (original)
Consent Forms (where applicable)		X
Verification of citizenship/ immigration status		back-up documentation
Verification of Las Cruces residency		back-up documentation
Monthly Expenditure Report	X	
Monthly Summary Progress Report	X	
Monthly Request for Payment w/back-up documentation	X	
Final (Annual) Report	X	

* CVFs may be required for only the first four months reporting at the discretion of City staff.

4. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Training

From time to time, the Grantee may provide training to Sub-recipients and contractors. Such courses, when scheduled, will be identified as to mandatory or voluntary status. Training may also be available or required from HUD or other Federal and/or State Agencies.

VIII. GOVERNANCE AND SEVERABILITY

- A. This agreement shall be governed by the laws of the State of New Mexico.
- B. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- C. All attachments are part of this Agreement have the same weight and importance as the initial Sections I through VIII.
- D. All certifications in Attachments "B" through "E" shall be signed by the Sub-recipient as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto do mutually execute the Agreement as of the date first written:

XXXXXXX

Signature

Printed Name

Title

Date

CITY OF LAS CRUCES

Terrence Moore, City Manager

APPROVED AS TO FORM:

Date

City Attorney

I. GENERAL ITEMS**A. Audits and Inspections**

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. One copy of the Sub-recipient's reporting package shall be submitted to the Grantee 30 days after receipt of an auditor's report or 9 months after the end of the audit period, whichever occurs first. The reporting package shall include:

1. Financial statement,
2. Schedule of prior year audit findings,
3. Auditor's report, and
4. Corrective action plan that addresses each audit finding.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), as applicable.

B. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the approved Scope of Service may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience in accordance with 24 CFR 85.44, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this Agreement shall become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with 24 CFR 85.43, the Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the grantee may declare the Sub-recipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Sub-recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement's funds or such amount that the Grantee may determine as appropriate. Such suspension will last until such time as the Sub-recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

C. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

All sub-recipients located within or providing services within a City of Las Cruces-owned facility are required to include the Grantee as an additional insured with the same coverage as the Sub-recipient on the Sub-recipient's liability insurance policies.

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR Part 84, Subpart C, Financial and Program Management, Bonding and Insurance.

E. Reporting and Payment Procedures

1. Payment Procedures and Monthly Reports

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. Expense summaries, payment requests, monthly reports and support documentation will be submitted to the Grantee every month, no later than the fifteenth day (15th) following the month reported, effective from the date of this Agreement through one month after the period of performance.

Payments will be made no more than once per month and only after receipt of a currently monthly program and fiscal report as described in this section. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance funds and program income balances available (if any) in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub-recipient.

Monthly Reports shall contain the Monthly Summary Progress Report as specified in Section VII.B.3. of the Agreement. The Monthly Reports shall be submitted each month even if there is no monthly billing. For reports with no payment requested, an indication shall be made in writing "no billing for this month."

2. Final Report

The Final report shall contain client data/statistics summarized from the Monthly Reports and a narrative summary of the grant year, both positive and negative. This

report shall be submitted to the Grantee no later than July 15 after completion of the Agreement Period or Program Year.

3. Payments for Equipment

Payments for items of equipment will be made by means of direct payment to the vendor(s) upon written request (on the form or format furnished by the Grantee) from the Sub-recipient and upon receipt of proper documentation from the vendor(s) in the form of original bills, invoices or request for payment accepted and approved by the Sub-recipient. The total grant amount that may be received by the Sub-recipient will be reduced by any direct payments. The Sub-recipient may request that the Grantee's Purchasing Department procure bids for equipment purchases and purchase the equipment from the lowest responsive bidder on behalf of the Sub-recipient. The Sub-recipient further agrees to insure any said purchase against all risk of loss for its full replacement value. Insurance will be maintained for the expected life of the equipment or until the equipment is disposed of. *Equipment* means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

F. Close-Outs

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: Making final payments, submission of Final Report, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

G. General Compliance

The Sub-recipient agrees to comply with the requirements of 24 CFR, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants.) The Sub-recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

H. "Independent Contractor"

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an "independent contractor."

I. Hold Harmless

The Sub-recipient agrees to defend, indemnify and save harmless the Grantee and its officers, agents and employees from any and all suits, actions and claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from negligence of the Sub-recipient under this Agreement; however, this hold harmless clause shall not extend to liability, claims, damages, losses or expenses, including attorney fees arising out of:

1. The preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specification by the Grantee, or its agents or employees; or
2. The giving of or failure to give directions or instructions by the Grantee, or its agents or employees, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

In the event the Grantee, or its officers, agents or employees actively participate in such negligence, (a) the Sub-recipient is relieved of its obligation to defend the Grantee, and (b) the Sub-recipient's obligation to indemnify and save harmless is limited to the amount representing the Sub-recipient's comparative share of negligence as between the Sub-recipient and the Grantee.

J. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support, provided herein, in all publications made possible with funds made available under this Agreement.

K. Reversion of Assets

Upon its expiration, the Sub-recipient shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

L. Procurement**1. Compliance**

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Standards

The Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 84 Subpart C, Procurement Standards (84.40-84.48) and shall subsequently follow 24 CFR part 84 Subpart C, Property Standards (84.30-84.37),

Property Management Standards, as modified by 24 CFR 570.502 (b) (6) covering utilization and disposal of property.

M. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the State of New Mexico, excepting El Paso County, Texas, with funds provided under this Agreement.

N. Sub-contract Provisions

If the Sub-recipient decides to sub-contract part of the scope of work in this Agreement, it must get prior written authorization from the Grantee. The Sub-recipient also must include the provisions of Attachment "C" (Equal Employment Opportunity/Affirmative Action Clause) in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

Additionally, the Sub-recipient will include the Section 3 Clause (see Attachment "D"), following, in any sub-contract and will take appropriate action pursuant to the sub-contract upon a finding that the sub-contractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not sub-contract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any sub-contract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

The Sub-recipient shall furnish and cause each of its own sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

1. Approvals

The Sub-recipient shall not enter into any sub-contracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee, prior to the execution of such agreement.

2. Monitoring

The Sub-recipient will monitor any sub-contracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance. These reports will be submitted to the Grantee within 45 calendar days of completed correction of the non-compliance matter.

3. Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any sub-contract executed in the performance of this Agreement.

4. Selection Process

The Sub-recipient shall undertake to insure that any sub-contracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all sub-contracts shall be forwarded to the Grantee along with documentation concerning the selection process.

O. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

P. Religious Organizations

The Sub-recipient agrees that all funds and/or programs under this Agreement, which includes faith-based organizations, are subject to the requirements specified in 24 CFR Part 570.200 (j), as amended.

II. PERSONNEL AND PARTICIPANT CONDITIONS

A. Drug-Free Workplace

The Sub-recipient shall maintain a drug-free workplace and so place signs in appropriate places indicating such to clients, staff, and applicants. Attachment "B" Certification is required of all sub-recipients as part of the entire Agreement.

B. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Non-discrimination/EEO-AA Statement

The Sub-recipient will not discriminate against any employee or applicant for employment as stated in Attachment "C." Attachment "C" Certification is required of all Sub-recipients as part of the entire Agreement.

3. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

4. Americans with Disabilities Act.

a. Contracts to Conduct Programming

The Sub-recipient shall ensure that all programs, services and activities are accessible to and useable by persons with disabilities in accordance with the Americans with Disabilities Act, including but not limited to, equal opportunity to participate and benefit, equally effective communication for persons with speech, hearing or cognitive disabilities, integrated seating and the provision of reasonable modifications and/or accommodations and to maintain, and provide to the Grantee upon request, a record of all such requests received, granted and/or denied and the reason for any denials.

b. Operational Duties and Responsibilities

The Sub-recipient shall post one or more signs containing facility hours, rules, warning signs and emergency telephone numbers, anti-drug policy, EEO, New Mexico Workforce and Fair Housing Posters as appropriate. The Sub-recipient shall make such postings available in alternate formats upon request. The Sub-recipient shall adhere to the City of Las Cruces Communication Policy when publicizing events, activities, programs or services.

c. Bid Specifications for Products, Design and/or Construction

The Sub-recipient shall insure all proposed products, services, or activities contained as a part of this Agreement comply with the requirements of the Americans with Disabilities Act and ADAAG requirements, ANSI Accessibility Guidelines and NMBC Accessibility Requirements (when applicable) to ensure accessibility to persons with disabilities.

C. Affirmative Action

1. Approved Plan

The Sub-recipient agrees to be committed to and carry out the Grantee's specifications pursuant to an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. Each Sub-recipient must have an Affirmative Action Plan/Program filed with the Grantee within 30 calendar days of the signing of this Agreement or certify that there is an AAP on file with the Grantee from another activity undertaken by the Sub-recipient within the last five (5) years. State the activity:

XXXXXXXXXXXX

If the Sub-recipient does not have an AAP, it must develop one. The Sub-recipient shall develop and submit a plan for approval within 60 calendar days of the signing of the Agreement.

2. Women/Minority Business Enterprises

The Sub-recipient will use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, a "minority group members" are African--Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

D. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. "Section 3" Clause

The Sub-recipient to agree to comply with "Section 3," regulations set forth in 24 CFR 135. The Sub-recipient further agrees to comply with the "Section 3" requirements and to include the language of Attachment "D", Sections A, B, and D in all sub-contracts executed under this Agreement. The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements. Sub-recipients shall sign Attachment "D" as a condition of receiving this grant.

3. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous, easily accessible places available to employees and applicants for employment.

4. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

5. Debarment and Suspension

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

6. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United State Code.

7. Conflict of Interest (COI)

The Sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub-recipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Sub-recipients which are receiving funds under the CDBG Entitlement program. The Sub-recipient is required to submit conflict of interest statements to the Grantee and as specified by the Grantee.

a. Applicability

In the procurement of supplies, equipment, construction, and services by recipients and by sub-recipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its sub-recipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703 (i)).

b. Conflicts Prohibited

The general rule is that no persons described in Paragraph (c) of this Section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, sub-contract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

c. Persons Covered

The conflict of interest provisions of Paragraph (b) of this Section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Sub-recipient, or any designated public agencies, or of sub-recipients that are receiving funds under this part.

The Sub-recipient shall provide to the Grantee a current list of Board of Directors, with names, addresses, telephone numbers and positions held. The Sub-recipient shall also provide signed COI statements dated no earlier than 180 days prior to the effective date of this Agreement, within 30 days of signing this Agreement for all Board members and appropriate staff, so identified. COI statements must be renewed annually by all appropriate persons.

8. Lobbying

The Sub-recipient hereby certifies that federally appropriated funds have not been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence any award action. Attachment "E" Certification is required of all sub-recipients as part of the entire Agreement.

DISC

ATTACHMENT "B"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification set out below is a material representation upon which reliance is placed by the City of Las Cruces and the U.S. Department of Housing and Urban Development (HUD) in awarding this Grant. If it is later determined that the Sub-recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the City's Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. The Sub-recipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. The Sub-recipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Sub-recipient's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - C. Making it a requirement that each employee be engaged in the performance of the grant is given a copy of the statement required by Paragraph "A."
 - D. Notifying the employee in the statement required by Paragraph "A" that, as a condition of employment under the Grant, the employee would:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - E. Notify the City's Community Development Department and/or HUD in writing within ten (10) calendar days after receiving notice under Subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant.

F. Taking one of the following actions, within 30 calendar days of receiving notice under Subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

2. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the Grant funds (including street address, city, county, state, zip code and total estimated number of employees). The Sub-recipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the Agreement, it shall notify the City's Community Development Department and/or HUD immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

DISCONTINUED

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of Sub-recipient: XXXXX

Program Name: XXXXXX

Date: _____

The Sub-recipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the Grant covered by the certification:

Place of Performance includes street address, city, county, state, zip code for each site:

Check _____ if there are work places on file that are not identified here.

ATTEST:

By: _____ Date: _____

By: _____ Date: _____

DISCONTINUED

**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CLAUSE FOR
CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out this Agreement, the Sub-recipient and its contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or status with regard to public assistance. The Sub-recipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices shall include, but not be limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The sub-recipient shall state in all solicitations or advertisement for employees placed by or on behalf of the Sub-recipient that it is an Equal Opportunity or Affirmative Action employer.

ATTEST:

By: _____ Date: _____

By: _____ Date: _____

DISCONTINUED

ATTACHMENT "D"

SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project providing direct Federal financial assistance from the Department of Housing and Urban Development ("HUD") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual agreement or other disability that would prevent them from complying with these requirements.
- C. The Sub-recipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Sub-recipient will include this Section 3 Clause in every sub-contract for work in connection with the Program and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Sub-recipient is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Sub-recipient will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its sub-recipients, and its successors, and assigns to those sanctions specified by the CDBG Agreement or contract through which Federal assistance is provide, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Agreement for default and debarment and suspension from future HUD-assisted contracts.

ATTEST:

By: _____ Date: _____

By: _____ Date: _____

DISCONTINUED

ATTACHMENT "E"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, subject to Attachment "A" Section II.D (8) to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement..
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Sub-recipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTEST:

By: _____ Date: _____

By: _____ Date: _____