

# City of Las Cruces®

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## Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 10-088 Council District: N/A

For Meeting of September 21, 2009

(Adoption Date)

**TITLE:** A RESOLUTION APPROVING COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) OPERATING AGREEMENTS IN ACCORDANCE WITH THE 2009 ACTION PLAN BETWEEN THE CITY OF LAS CRUCES, MESILLA VALLEY HABITAT FOR HUMANITY, AND TIERRA DEL SOL HOUSING CORPORATION.

**PURPOSE(S) OF ACTION:** Approve HOME Program Community Housing Development Organization (CHDO) Operating Agreements with Tierra Del Sol Housing Corporation and Mesilla Valley Habitat for Humanity.

<b>Name of Drafter:</b> Jan Lauterbach <i>SL</i>		<b>Department:</b> Community Development <i>SL</i>		<b>Phone:</b> 528-3134	
<b>Department</b>	<b>Signature</b>	<b>Phone</b>	<b>Department</b>	<b>Signature</b>	<b>Phone</b>
Community Development	<i>[Signature]</i>	528-3066	Budget	<i>[Signature]</i>	541-2300
			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:** With the adoption of the 2006-2010 Consolidated Plan, and Resolution #09-259 approving the 2009 Action Plan on May 4, 2009, the City Council committed to providing a portion of the City's HOME Investment Partnerships Program (HOME) funds for operating expenses to Community Housing Development Organizations (CHDO) during this Program Year (PY2009). The commitment of CHDO Operating funds each year is authorized by the HOME regulations, but is limited to 5% of the total HOME Entitlement and Program Income funding for all CHDOs'.

The City's current CHDOs', Habitat for Humanity and Tierra Del Sol Housing Corporation, participated in the application process and were selected to receive the funding which they can use to off-set operating expenses incurred to implement their projects in providing affordable housing for qualified residents of the City of Las Cruces. In order to comply with the requirements of the HOME program, the Agreements, as referenced in Exhibits "A" and "B," require execution.

### **SUPPORT INFORMATION:**

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Community Development Fund		
2000-20184250-11307 (Habitat)	\$14,000.00	\$14,000.00
2000-20184250-11308 (Tierra)	\$10,000.00	\$10,000.00

1. Resolution
2. Exhibit "A" - HOME Agreement with Tierra del Sol Housing Corporation
3. Exhibit "B" - HOME Agreement with Mesilla Valley Habitat for Humanity
4. Attachment "C" - Resolution 09-259

**OPTIONS / ALTERNATIVES:**

1. Vote YES and approve the Resolution approving the HOME CHDO Operating Agreements for Tierra Del Sol Housing Corporation and Mesilla Valley Habitat for Humanity.
2. Vote NO and deny the Resolution, not providing operating expense assistance to the two agencies.
3. Modify the Resolution and vote YES to approve the modified Resolution. This action will be based on Council's decision.
4. Table or Postpone action on the requested Resolution. Direction would be required of the Council to staff.

RESOLUTION NO. 10-088

**A RESOLUTION APPROVING COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) OPERATING AGREEMENTS IN ACCORDANCE WITH THE 2009 ACTION PLAN BETWEEN THE CITY OF LAS CRUCES, MESILLA VALLEY HABITAT FOR HUMANITY, AND TIERRA DEL SOL HOUSING CORPORATION.**

The City Council is informed that:

**WHEREAS**, in May 2006, the City of Las Cruces City Council adopted the 2006-2010 Consolidated Plan and Analysis of Impediments to Fair Housing Choice (AI); and

**WHEREAS**, as an Entitlement Community for HOME Investment Partnerships Program (HOME) with the U.S. Department of Housing and Urban Development, the City is obligated to approve a Consolidated Plan and their yearly Action Plans; and

**WHEREAS**, the City Council approved, by Resolution #09-259, the 2009 Action Plan within the 2006-2010 Consolidated Plan and included the provision of providing Community Housing Development Organization (CHDO) Operating Assistance to each Mesilla Valley Habitat for Humanity and Tierra del Sol Housing Corporation for an amount not to exceed 5% of the HOME funds; and

**WHEREAS**, the City of Las Cruces is required by the HOME regulations to execute Agreements with the CHDOs' for their operating assistance prior to authorization and use of said funds.

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

**(I)**

**THAT** the HOME CHDO Operating Agreements for the Program Year 2009 between the City of Las Cruces and Mesilla Valley Habitat for Humanity and Tierra del Sol Housing Corporation, as shown in Exhibits "A" and "B," attached hereto and made part of this Resolution, are hereby approved.

**(II)**

**THAT** the City Manager is hereby authorized to sign said Agreements under the Resolution on the City's behalf.

**(III)**

(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 \_\_\_\_\_, 2009.

(SEAL)

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

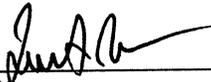
Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

- Mayor Miyagishima: \_\_\_\_\_
- Councillor Silva: \_\_\_\_\_
- Councillor Connor: \_\_\_\_\_
- Councillor Archuleta: \_\_\_\_\_
- Councillor Small: \_\_\_\_\_
- Councillor Jones: \_\_\_\_\_
- Councillor Thomas: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**Exhibit "A"**  
**HOME PROGRAM**  
**AGREEMENT BETWEEN**  
**THE CITY OF LAS CRUCES**  
**AND**  
**TIERRA DEL SOL HOUSING CORPORATION**  
**FOR PROGRAM YEAR 2009**

This **AGREEMENT** (hereinafter referred to as the "Agreement") is entered into by and between the **CITY OF LAS CRUCES**, a New Mexico municipal corporation with a principal mailing address of P.O. Box 20000, Las Cruces, New Mexico 88004 (hereinafter referred to as "City") and **TIERRA DEL SOL HOUSING CORPORATION**, a non-profit organization, whose address is PO Box 2626, Anthony, New Mexico 88021 (hereinafter referred to as "Sub-recipient").

**WITNESSETH:**

**WHEREAS**, the City is the recipient of HOME Investment Partnerships Program Funds (hereinafter referred to as "HOME") from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of a Community Housing Development Organization (hereinafter referred to as "CHDO");

**WHEREAS**, the Sub-recipient has been certified with the City as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

**WHEREAS**, the City has dedicated CHDO operating assistance to the Sub-recipient in the 2009 Action Plan; and

**WHEREAS**, the parties desire to enter into this Agreement in order to ensure compliance with the requirements of the HOME Program and to secure promises from the Sub-recipient regarding the use of CHDO funds for operating assistance.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and the Sub-recipient agree as follows:

**SECTION 1. GRANT AMOUNT AND USE OF FUNDS**

1. Recitals: The recitals set forth are true and correct and are incorporated herein and made a part of this Agreement.
2. The Grant: Under the terms and conditions of this Agreement, the City agrees to grant the Sub-recipient **Ten Thousand Dollars and No Cents (\$10,000.00)** for CHDO operating assistance. The grant to the Sub-

recipient shall be in the form of a grant on the terms set forth in this Agreement as required by the City.

Home Grant No.: M-09-MC-35-0222

CFDA No: 14.239

3. Disbursement: All grant funds must be disbursed within one (1) year of execution of this Agreement. This provision herein shall not be extended; unless a one-time extension is requested and approved by the City and the Sub-recipient.

The City shall disburse the grant proceeds for salaries and benefits only after receipt of time and attendance records, payrolls, and paid bills. Disbursement of grant proceeds will be to the Sub-recipient only after approval by the City of invoices submitted and verified in accordance with this Agreement and applicable HOME regulations. Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any requests for disbursement to verify reasonableness and validity of such costs and said Budget may be modified by the City accordingly.

4. Use of Grant Money: The Sub-recipient shall use the grant proceeds for eligible expenses permitted under applicable HOME regulations and as set forth in 24 CFR §92.208, as the same may from time to time be amended and in accordance with the Budget attached hereto as **Attachment "A"** and incorporated herein by this reference. The Sub-recipient shall not use any HOME funds for prohibited purposes as set forth in 24 CFR §92.214 or other HOME regulations, as the same may from time to time be amended. The Sub-recipient acknowledges and agrees that any funds not used in accordance with permitted HOME regulations must be repaid to the City.

The Sub-recipient shall keep all financial records for its organization, including source documentation to support how HOME funds were expended, which includes, but is not limited to, cancelled checks, paid bills, payrolls, time and attendance records, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and other documentation as may be required by the City to support the expenditures for CHDO operating expenses.

5. Budget: A detailed description of the budget line items is contained in **Attachment "A"**. Any changes to approved budget line items of up to no more than 25% of the total budget will require written requests for change by the Sub-recipient and by the City. Any budget changes must be limited to comply with the administrative scope of the program/project as defined Section 1, Grant Amount and Use of

Funds of this Agreement and the line items listed in **Attachment "A"**. Adjustments between the individual line items above may be approved by the City's Neighborhood Services Administrator.

All other adjustments or amendments must be approved by the Las Cruces City Council and the Sub-recipient in writing, excluding the adjustments between budget line items.

6. Program Income: No program income shall be generated from the proceeds of the HOME grant and should any program income be generated, it shall be returned to the City in accordance with 24 CFR §92.503(a) and 24 CFR §92.504 (c)(2)(ii).
7. Term: The term of this Agreement shall commence on the effective date of this Agreement which is the date of the last party to sign this Agreement (the "Effective Date"), and shall continue through **June 30, 2010**. Notwithstanding any of the foregoing, all record-keeping requirements and audit requirements set forth in this Agreement or any record-keeping or use requirements mandated by HOME regulations shall survive termination of this Agreement.
8. Payment: It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$10,000.00**. Payment requests are due by the fifteenth (15<sup>th</sup>) day of each month. If no payment request is needed for a particular month, the Sub-recipient must submit in writing that no payment request is required for that particular month. The Sub-recipient agrees to use the Payment Request form as referenced in **Attachment "B."** Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR Part 84, Subpart C, "Financial and Program Management."
9. HOME Match Requirement: As per 24 CFR §92.218, HOME funds used for CHDO operating expenses pursuant to 24 CFR §92.208 are not required to be matched.
10. Amendments: The City or Sub-recipient may amend the budget, grant amount and use of funds, 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 City's governing body except as provided the Section 1, #5. Such amendments shall not invalidate nor relieve nor release the City or Sub-recipient from its obligations under this Agreement.

The City may, in its discretions, 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, grant amount and use of funds, 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 the City and Sub-recipient.

## SECTION 2. GENERAL TERMS AND CONDITIONS

1. Applicable Laws: The Sub-recipient shall comply with all applicable federal and state laws, rules, and regulations whether presently existing or hereafter promulgated. The Sub-recipient agrees to comply with all of the HOME Program regulations, HUD regulations, 42 U.S.C. §§12701-12839, and 24 CFR Part 92, as amended from time to time, whether set forth herein or not, and agrees to execute or amend documents as necessary to be in compliance therewith. The Sub-recipient also shall comply with all other applicable federal, state, and local statutes, ordinances, rules and regulations, including, but not limited to, all applicable provisions of the City's Municipal, Building, and Zoning codes.
2. Monitoring: The City will monitor both the financial and programmatic performance of the Sub-recipient on an annual basis. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within 30-days of time after being notified by the City, Agreement suspension or termination procedures will be initiated.
3. Records: The Sub-recipient shall comply with 24 CFR §92.508 regarding records that must be maintained for CHDO activities. The Sub-recipient shall maintain all records pertaining to the CHDO operating expenses at its principal place of business for a period of no less than five (5) years after termination of this Agreement. The Sub-recipient shall make all records available to the City, HUD, and to their respective representatives during normal business hours. The Sub-recipient shall maintain all financial records, including source documentation to support how HOME funds were expended, which includes, but is not limited to invoices, schedules containing comparisons of budgeted amounts and actual expenditures, cancelled checks, paid bills, payrolls, time and attendance records, invoices, and other documentation as may be required by the City to support the expenditures for this Project.

All supporting documents shall be maintained in accordance with the requirements of 24 CFR §85.20. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of this required 5-year period, the Sub-recipient must maintain

the records until completion of the action and resolution of all issues which arise from it, or until the end of the 5-year period, whichever is later. This section shall survive the termination of this Agreement.

4. Reports: The Sub-recipient shall submit monthly reports with such reports due by the 15<sup>th</sup> of each month. These reports shall include information on status of CHDO activities.
5. Uniform Administrative Requirements: The Sub-recipient and the City shall comply with 24 CFR §92.505 regarding uniform administrative requirements. The Sub-recipient shall provide the City with such documentation and records to satisfy the City's requirements under these various provisions. The Sub-recipient also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
6. Audits: The Sub-recipient shall comply with the audit provisions contained in 24 CFR §85.26 and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and OMB Circular A-133. Audits shall be conducted annually. The Sub-recipient agrees to allow the City's Community Development Department, Financial Services Department, and Internal Auditor to conduct any audits the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request. The Sub-recipient shall submit its annual audit to the City and within one hundred twenty (120) days of the end of the Sub-recipient's fiscal year.
7. Compliance with Labor Requirements: As applicable, the Sub-recipient shall comply with 24 CFR §92.354 and all applicable provisions of the Davis-Bacon Act (40 U.S.C. §276a, et seq.) and implementing labor regulations contained in 29 CFR Part 5. The Sub-recipient shall also comply with the Contract Work and Hours and Safety Standards Act (40 U.S.C. §§327-332), and other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1, as applicable. The Sub-recipient shall maintain records demonstrating compliance with 24 CFR §92.354, including contract provisions and payroll records.
8. Copeland "Anti-Kickback" Act: As applicable, the Sub-recipient shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.
9. Debarment and Suspension: As applicable, the Sub-recipient shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 24 CFR Part 24. The Sub-recipient shall not enter into a contract with any person, agency, or entity that is debarred, suspended, or

otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event that the Sub-recipient has entered into a contract or subcontractor with a debarred or suspended party, no HOME funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. The Sub-recipient shall keep copies of the debarment and suspension certifications required by 24 CFR Parts 24 and 91.

10. Drug-Free Workplace: The Sub-recipient shall comply with the Drug Free Workplace Act of 1988 and implementing regulations in 24 CFR Part 24, Subpart F regarding maintenance of a drug-free workplace. The Sub-recipient agrees to complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Attachment "C"** and incorporated herein by reference. The Sub-recipient will complete this certification, and a copy will be kept in the files of each party.
11. Utilization of Minority/Women's Business Enterprises: The Sub-recipient shall, to the greatest extent feasible, ensure that Minority/Women's Business Enterprises are included for consideration for participation in all construction, supply or service contracts, if any. The Sub-recipient shall comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development), and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). The Sub-recipient shall keep such records necessary to comply with 24 CFR §92.508(a)(7).
12. Section 3 Economic Opportunity: The Sub-recipient shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 CFR Part 135 regarding economic development opportunities for Low and Very Low Income Persons. The Sub-recipient shall keep records documenting compliance with these requirements as required by 24 CFR §92.508 (a)(7).
13. Equal Employment Opportunity: The Sub-recipient shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Part 60, and the Equal Employment Opportunity Clause attached hereto as **Attachment "D"**, and incorporated herein by this reference. Any contracts entered into by the Sub-recipient shall include a provision requiring compliance with these regulations. The Sub-recipient shall keep records and documentation demonstrating compliance with these regulations.

14. Conflict of Interest: The Sub-recipient shall comply with the conflict of interest provisions in 24 CFR §92.356. No person who is any employee, agent, consultant, officer, or elected official or appointed official of the City or of the Sub-recipient who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The Sub-recipient shall also keep records supporting requests for waivers of conflicts prohibited in 24 CFR §92.356.
15. Anti-Lobbying Provision: The Sub-recipient shall comply with the disclosure requirements and prohibitions of 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87 and shall so certify to the City. The Sub-recipient shall complete and comply with the "Certification Regarding Lobbying", attached hereto as **Attachment "E"** and made a part hereof by this reference. A copy of this document will be kept in each of the party's files. The Sub-recipient shall also comply with the requirements for funding competition established by 42 U.S.C. §3531 et seq.
16. Non-Discrimination and Equal Opportunity: The Sub-recipient shall not exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination, with respect to the operation of the CHDO, on the grounds of race, color, national origin, religion, ancestry, sex, sexual orientation, gender identity, spousal affiliation, or physical or mental handicap, provided that the physical or mental handicap is unrelated to a person's ability to acquire or rent and maintain particular real property or housing accommodation. The Sub-recipient shall fully comply with the requirements of 24 CFR §92.350, including the federal requirements set forth in 24 CFR Part 5, Subpart A, the nondiscrimination requirements at Section 282 of the HOME Investment Sub-recipients Act, and the unlawful discriminatory practice set forth in NMSA 1978 Section 28-1-7 (2003) of the New Mexico Human Rights Act and keep record of its compliance. The Sub-recipient shall at all times comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) and implementing regulations contained in 24 CFR Part 1. The Sub-recipient shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.) and implementing regulations in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973 and implementing regulations contained in 24 CFR Part 8. The Sub-recipient shall also comply with Title II of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.). Any contracts

entered into by the Sub-recipient shall include a provision requiring compliance with these regulations. The Sub-recipient shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

17. Fair Housing Act: The Sub-recipient shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100, et seq., Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations in 24 CFR Part 107, the City's Municipal Code 13, et. seq., and shall keep all records demonstrating compliance.
18. Affirmative Marketing: The Sub-recipient and the City shall exercise affirmative fair housing marketing and shall comply with the provisions of 24 CFR §92.351. The Sub-recipient and the City shall keep records necessary to comply with 24 CFR §92.508(a)(7).
19. Miscellaneous Federal Requirements: The Sub-recipient shall comply with the federal requirements set forth in 24 CFR Part 5, Subpart A.
20. Religious Organizations: The Sub-recipient shall comply with 24 CFR §92.257 regarding religious organizations. The CHDO must be used exclusively for secular purposes, available to all persons regardless of religion, and there must be no religious or membership criteria for participants in the Program.
21. Financial Accountability: The Sub-recipient shall have financial accountability standards that conform to the requirements detailed in 24 CFR §84.21, "Standards for Financial Management Systems" and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
22. Environmental Review: The CHDO operating expenses have been assessed in accordance with the National Environmental Policy Act of 1969 (NEPA) (U.S.C. §4321) and implementing regulations contained in 24 CFR Parts 50-58.
23. Reversion of Assets: As this agreement is for expense reimbursement only, the reversion of assets shall not apply.

### **SECTION 3. DEFAULTS AND REMEDIES**

1. Events of Default: The following shall constitute an Event of Default under this Agreement:

- a) If the Sub-recipient fails to comply with any regulations governing HOME Program awards, including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92, or fails to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by the City to the Sub-recipient; and
- b) If at any time any material representation made by the Sub-recipient in any written certification or communication submitted by the Sub-recipient to the City in an effort to induce the making of this grant or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner.

Notwithstanding any of the foregoing provisions to the contrary, if the Sub-recipient has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

2. No Waiver: Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.
3. Remedies: Upon the occurrence of any uncured Event of Default or any other breach of this Agreement, the City shall be free to terminate this Agreement, withhold all funding and/or exercise all rights and remedies available to it under the terms of this Agreement, or other Grant Documents, statutory law, equity, or under common law. The City may also exercise any one or more of the actions contained in 24 CFR §85.43(a)(1-5). All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

#### **SECTION 4. INDEMNIFICATION**

The Sub-recipient shall indemnify and save the City harmless from and against any negligent claims, liabilities, losses, and causes of action which may arise out of the Sub-recipient's activities under this Agreement, including all other acts or omissions to act on the part of the Sub-recipient, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses, and liabilities incurred in the defense of any such claims, or in the investigation thereof.

## SECTION 5. INSURANCE

1. Insurance: Without limiting the Sub-recipient's indemnification, the Sub-recipient shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described concerning its operations. Certificates valid and authorized endorsements evidencing the maintenance and renewal of such insurance coverage shall be delivered to the City thirty (30) days prior to commencement of construction. The City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The City, its officers and employees, shall be named as an additional named insured on all policies of liability insurance.
  - a) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of New Mexico. In addition, such policy shall provide that the coverage shall be primary for losses arising out of the Sub-recipient's performance of the Agreement. Neither the City nor any of its insurers shall be required to contribute to any such loss. The required certificate shall be furnished by the Participation prior to execution of this Agreement.
  - b) At least thirty (30) calendar days prior to the expiration of any of the above-referenced policies, the Sub-recipient shall provide the City with evidence of the renewal of said insurance policies in a form satisfactory to the City.
  - c) The Policies of Insurance which must be secured are:
    - i. Commercial General Liability Insurance: The Sub-recipient must secure commercial property liability insurance to included, but not be limited to, bodily injury and property damage coverage. The policy's limit liability shall not be less than Five Hundred Thousand Dollars (\$500,000.00) per person/per occurrence for bodily injury, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence for property damage.
    - ii. Worker's Compensation Coverage: All employees of the Sub-recipient must be included under such policy and with coverage to meet all requirements of the State of New Mexico.

## SECTION 6. MISCELLANEOUS PROVISIONS

1. Assignment: This Agreement may not be assigned to any other entity without the prior written consent of the City.
2. No Sub-recipient or agency: The City shall not in any way or for any purpose be considered to be or to have become a partner of the Sub-recipient with respect to the Program. The Sub-recipient is not, and shall not be, the agent of the City for any purpose, nor shall the City be the agent of the Sub-recipient for any purpose.
3. Severability: If any court of competent jurisdiction finds any part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement. If the rights and obligation of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected, this Agreement is declared severable.
4. Entire Agreement/Modification: This Agreement, together with **Attachments "A" through "E"** attached hereto, constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, representations, and agreements as to the items herein contained. The City or the Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Sub-recipient from its obligations under this Agreement. The City 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, scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Sub-recipient.
5. Notices: Whenever by the terms of this Agreement, notice shall be given to either party, such notice shall be in writing and shall be hand delivered, sent by regular mail, or sent electronically to:

A. Jan Lauterbach, Neighborhood Services Programs Specialist or  
 David Dollahon, Neighborhood Services Administrator  
 Community Development Department  
 City of Las Cruces  
 P.O. Box 20000  
 Las Cruces, New Mexico 88004  
 Phone: (505) 528-3134

E-mail: [jlauterbach@las-cruces.org](mailto:jlauterbach@las-cruces.org)  
or [ddollahon@las-cruces.org](mailto:ddollahon@las-cruces.org)

B. Rose Garcia, Executive Director  
Tierra del Sol Housing Corporation  
PO Box 2626  
Anthony, NM 88021  
Phone: (575) 882-3554  
E-mail: [rgarcia@tierradelsohousing.org](mailto:rgarcia@tierradelsohousing.org)

6. Compliance With All Laws: Notwithstanding anything to the contrary, the Program shall be operated consistent with all applicable federal, state, and local laws and regulations.
7. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Mexico.

**IN WITNESS WHEREOF** the parties have executed this Agreement, each upon the date set forth next to his/her name.

**TIERRA DEL SOL HOUSING CORPORATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CITY OF LAS CRUCES**

\_\_\_\_\_  
Terrence R. Moore, City Manager  
City of Las Cruces

\_\_\_\_\_  
Date

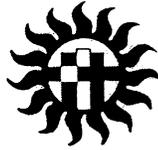
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## ATTACHMENT "A"

TIERRA DEL SOL HOUSING CORPORATION  
2009 CHDO OPERATING BUDGET

Perm. Pos-Full Time	\$8887.20
F.I.C.A.	\$ 551.04
Medicare	\$ 128.88
Unemploy-Comp	\$ 23.68
Health Ins.	\$ 409.20
TOTAL BUDGET	<u>\$10,000.00</u>



# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## INVOICE

Date \_\_\_\_\_

Agency Name Tierra del Sol Housing Corporation

Project Name CHDO Operating Expense PY 2009  
IDIS # 772

Original contract balance \$ 10,000.00

Balance as of end of previous month \$

**Invoice Expenses:**

Perm Pos-Full Time	\$
Group Insurance	\$
F.I.C.A.	\$
Unemployment-SUTA	\$
Medicare	\$

**GRAND TOTAL: \$**

**Remaining Balance: \$ \_\_\_\_\_**

**Certification:**

I, \_\_\_\_\_, as \_\_\_\_\_  
of \_\_\_\_\_,  
hereby certify that the information provided on this invoice is for reimbursement  
for eligible operating expenses incurred in the month of \_\_\_\_\_ for Tierra  
del Sol Housing Corporation, a Community Housing Development Organization.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT "C"

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The 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 the 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 number(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.



**ATTACHMENT "D"**

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

In carrying out this Agreement, the Sub-recipient and its contractors and subcontractors 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 nondiscrimination clause. The Sub-recipient shall state in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient that it is an Equal Opportunity or Affirmative Action employer.

**ATTEST:**

**TIERRA DEL SOL HOUSING  
CORPORATION**

By:

\_\_\_\_\_

\_\_\_\_\_ Date

By:

\_\_\_\_\_

\_\_\_\_\_ Date

**ATTACHMENT "E"**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, 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 transaction 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 \$100,000.00 for each such failure.

**ATTEST:  
TIERRA DEL SOL HOUSING  
CORPORATION**

By:

\_\_\_\_\_

\_\_\_\_\_ Date

By:

\_\_\_\_\_

\_\_\_\_\_ Date

**Exhibit "B"**  
**HOME PROGRAM**  
**AGREEMENT BETWEEN**  
**THE CITY OF LAS CRUCES**  
**AND**  
**MESILLA VALLEY HABITAT FOR HUMANITY**  
**FOR PROGRAM YEAR 2009**

This **AGREEMENT** (hereinafter referred to as the "Agreement") is entered into by and between the **CITY OF LAS CRUCES**, a New Mexico municipal corporation with a principal mailing address of P.O. Box 20000, Las Cruces, New Mexico 88004 (hereinafter referred to as "City") and **MESILLA VALLEY HABITAT FOR HUMANITY**, a non-profit organization, whose address is 720 N. Santa Fe St., Las Cruces, New Mexico 88001 (hereinafter referred to as "Sub-recipient").

**WITNESSETH:**

**WHEREAS**, the City is the recipient of HOME Investment Partnerships Program Funds (hereinafter referred to as "HOME") from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of a Community Housing Development Organization (hereinafter referred to as "CHDO");

**WHEREAS**, the Sub-recipient has been certified with the City as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

**WHEREAS**, the City has dedicated CHDO operating assistance to the Sub-recipient in the 2009 Action Plan; and

**WHEREAS**, the parties desire to enter into this Agreement in order to ensure compliance with the requirements of the HOME Program and to secure promises from the Sub-recipient regarding the use of CHDO funds for operating assistance.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and the Sub-recipient agree as follows:

**SECTION 1. GRANT AMOUNT AND USE OF FUNDS**

1. Recitals: The recitals set forth are true and correct and are incorporated herein and made a part of this Agreement.
2. The Grant: Under the terms and conditions of this Agreement, the City agrees to grant the Sub-recipient **Fourteen Thousand Dollars and No**

**Cents (\$14,000.00)** for CHDO operating assistance. The grant to the Sub-recipient shall be in the form of a grant on the terms set forth in this Agreement as required by the City.

Home Grant No.: M-09-MC-35-0222

CFDA No: 14.239

3. Disbursement: All grant funds must be disbursed within one (1) year of execution of this Agreement. This provision herein shall not be extended; unless a one-time extension is requested and approved by the City and the Sub-recipient.

The City shall disburse the grant proceeds for salaries and benefits only after receipt of time and attendance records, payrolls, and paid bills. Disbursement of grant proceeds will be to the Sub-recipient only after approval by the City of invoices submitted and verified in accordance with this Agreement and applicable HOME regulations. Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any requests for disbursement to verify reasonableness and validity of such costs and said Budget may be modified by the City accordingly.

4. Use of Grant Money: The Sub-recipient shall use the grant proceeds for eligible expenses permitted under applicable HOME regulations and as set forth in 24 CFR §92.208, as the same may from time to time be amended and in accordance with the Budget attached hereto as **Attachment "A"** and incorporated herein by this reference. The Sub-recipient shall not use any HOME funds for prohibited purposes as set forth in 24 CFR §92.214 or other HOME regulations, as the same may from time to time be amended. The Sub-recipient acknowledges and agrees that any funds not used in accordance with permitted HOME regulations must be repaid to the City.

The Sub-recipient shall keep all financial records for its organization, including source documentation to support how HOME funds were expended, which includes, but is not limited to, cancelled checks, paid bills, payrolls, time and attendance records, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and other documentation as may be required by the City to support the expenditures for CHDO operating expenses.

5. Budget: A detailed description of the budget line items is contained in **Attachment "A"**. Any changes to approved budget line items of up to no more than 25% of the total budget, will require written requests for change by the Sub-recipient and by the City. Any budget changes must be limited to comply with the administrative scope of the program/project as defined

Section 1, Grant Amount and Use of Funds of this Agreement and the line items listed in **Attachment "A"**. Adjustments between the individual line items above may be approved by the City's Neighborhood Development Administrator.

All other adjustments or amendments must be approved by the Las Cruces City Council and the Sub-recipient in writing, excluding the adjustments between budget line items.

6. Program Income: No program income shall be generated from the proceeds of the HOME grant and should any program income be generated, it shall be returned to the City in accordance with 24 CFR §92.503(a) and 24 CFR §92.504 (c)(2)(ii).
7. Term: The term of this Agreement shall commence on the effective date of this Agreement which is the date of the last party to sign this Agreement (the "Effective Date"), and shall continue through **June 30, 2010**. Notwithstanding any of the foregoing, all record-keeping requirements and audit requirements set forth in this Agreement or any record-keeping or use requirements mandated by HOME regulations shall survive termination of this Agreement.
8. Payment: It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$14,000.00**. Payment requests are due by the fifteenth (15<sup>th</sup>) day of each month. If no payment request is needed for a particular month, the Sub-recipient must submit in writing that no payment request is required for that particular month. The Sub-recipient agrees to use the Payment Request form as referenced in **Attachment "B."** Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR Part 84, Subpart C, "Financial and Program Management."
9. HOME Match Requirement: As per 24 CFR §92.218, HOME funds used for CHDO operating expenses pursuant to 24 CFR §92.208 are not required to be matched.
10. Amendments: The City or Sub-recipient may amend the budget, grant amount and use of funds, 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 City's governing body except as provided the Section 1, #5. Such amendments shall not invalidate nor relieve nor release the City or Sub-recipient from its obligations under this Agreement.

The City may, in its discretions, 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, grant amount and use of funds, 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 the City and Sub-recipient.

## SECTION 2. GENERAL TERMS AND CONDITIONS

1. Applicable Laws: The Sub-recipient shall comply with all applicable federal and state laws, rules, and regulations whether presently existing or hereafter promulgated. The Sub-recipient agrees to comply with all of the HOME Program regulations, HUD regulations, 42 U.S.C. §§12701-12839, and 24 CFR Part 92, as amended from time to time, whether set forth herein or not, and agrees to execute or amend documents as necessary to be in compliance therewith. The Sub-recipient also shall comply with all other applicable federal, state, and local statutes, ordinances, rules and regulations, including, but not limited to, all applicable provisions of the City's Municipal, Building, and Zoning codes.
2. Monitoring: The City will monitor both the financial and programmatic performance of the Sub-recipient on an annual basis. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within 30-days of time after being notified by the City, Agreement suspension or termination procedures will be initiated.
3. Records: The Sub-recipient shall comply with 24 CFR §92.508 regarding records that must be maintained for CHDO activities. The Sub-recipient shall maintain all records pertaining to the CHDO operating expenses at its principal place of business for a period of no less than five (5) years after termination of this Agreement. The Sub-recipient shall make all records available to the City, HUD, and to their respective representatives during normal business hours. The Sub-recipient shall maintain all financial records, including source documentation to support how HOME funds were expended, which includes, but is not limited to invoices, schedules containing comparisons of budgeted amounts and actual expenditures, cancelled checks, paid bills, payrolls, time and attendance records, invoices, and other documentation as may be required by the City to support the expenditures for this Project.

All supporting documents shall be maintained in accordance with the requirements of 24 CFR §85.20. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of this required 5-year period, the Sub-recipient must maintain

the records until completion of the action and resolution of all issues which arise from it, or until the end of the 5-year period, whichever is later. This section shall survive the termination of this Agreement.

4. Reports: The Sub-recipient shall submit monthly reports with such reports due by the 15<sup>th</sup> of each month. These reports shall include information on status of CHDO activities.
5. Uniform Administrative Requirements: The Sub-recipient and the City shall comply with 24 CFR §92.505 regarding uniform administrative requirements. The Sub-recipient shall provide the City with such documentation and records to satisfy the City's requirements under these various provisions. The Sub-recipient also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
6. Audits: The Sub-recipient shall comply with the audit provisions contained in 24 CFR §85.26 and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and OMB Circular A-133. Audits shall be conducted annually. The Sub-recipient agrees to allow the City's Community Development Department, Financial Services Department, and Internal Auditor to conduct any audits the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request. The Sub-recipient shall submit its annual audit to the City and within one hundred twenty (120) days of the end of the Sub-recipient's fiscal year.
7. Compliance with Labor Requirements: As applicable, the Sub-recipient shall comply with 24 CFR §92.354 and all applicable provisions of the Davis-Bacon Act (40 U.S.C. §276a, et seq.) and implementing labor regulations contained in 29 CFR Part 5. The Sub-recipient shall also comply with the Contract Work and Hours and Safety Standards Act (40 U.S.C. §§327-332), and other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1, as applicable. The Sub-recipient shall maintain records demonstrating compliance with 24 CFR §92.354, including contract provisions and payroll records.
8. Copeland "Anti-Kickback" Act: As applicable, the Sub-recipient shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.
9. Debarment and Suspension: As applicable, the Sub-recipient shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 24 CFR Part 24. The Sub-recipient shall not enter into a contract with any person, agency, or entity that is debarred, suspended, or

otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event that the Sub-recipient has entered into a contract or subcontractor with a debarred or suspended party, no HOME funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. The Sub-recipient shall keep copies of the debarment and suspension certifications required by 24 CFR Parts 24 and 91.

10. Drug-Free Workplace: The Sub-recipient shall comply with the Drug Free Workplace Act of 1988 and implementing regulations in 24 CFR Part 24, Subpart F regarding maintenance of a drug-free workplace. The Sub-recipient agrees to complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Attachment "C"** and incorporated herein by reference. The Sub-recipient will complete this certification, and a copy will be kept in the files of each party.
11. Utilization of Minority/Women's Business Enterprises: The Sub-recipient shall, to the greatest extent feasible, ensure that Minority/Women's Business Enterprises are included for consideration for participation in all construction, supply or service contracts, if any. The Sub-recipient shall comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development), and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). The Sub-recipient shall keep such records necessary to comply with 24 CFR §92.508(a)(7).
12. Section 3 Economic Opportunity: The Sub-recipient shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 CFR Part 135 regarding economic development opportunities for Low and Very Low Income Persons. The Sub-recipient shall keep records documenting compliance with these requirements as required by 24 CFR §92.508 (a)(7).
13. Equal Employment Opportunity: The Sub-recipient shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Part 60, and the Equal Employment Opportunity Clause attached hereto as **Attachment "D"**, and incorporated herein by this reference. Any contracts entered into by the Sub-recipient shall include a provision requiring compliance with these regulations. The Sub-recipient shall keep records and documentation demonstrating compliance with these regulations.

14. Conflict of Interest: The Sub-recipient shall comply with the conflict of interest provisions in 24 CFR §92.356. No person who is any employee, agent, consultant, officer, or elected official or appointed official of the City or of the Sub-recipient who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The Sub-recipient shall also keep records supporting requests for waivers of conflicts prohibited in 24 CFR §92.356.
15. Anti-Lobbying Provision: The Sub-recipient shall comply with the disclosure requirements and prohibitions of 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87 and shall so certify to the City. The Sub-recipient shall complete and comply with the "Certification Regarding Lobbying", attached hereto as **Attachment "E"** and made a part hereof by this reference. A copy of this document will be kept in each of the party's files. The Sub-recipient shall also comply with the requirements for funding competition established by 42 U.S.C. §3531 et seq.
16. Non-Discrimination and Equal Opportunity: The Sub-recipient shall not exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination, with respect to the operation of the CHDO, on the grounds of race, color, national origin, religion, ancestry, sex, sexual orientation, gender identity, spousal affiliation, or physical or mental handicap, provided that the physical or mental handicap is unrelated to a person's ability to acquire or rent and maintain particular real property or housing accommodation. The Sub-recipient shall fully comply with the requirements of 24 CFR §92.350, including the federal requirements set forth in 24 CFR Part 5, Subpart A, the nondiscrimination requirements at Section 282 of the HOME Investment Sub-recipients Act, and the unlawful discriminatory practice set forth in NMSA 1978 Section 28-1-7 (2003) of the New Mexico Human Rights Act and keep record of its compliance. The Sub-recipient shall at all times comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) and implementing regulations contained in 24 CFR Part 1. The Sub-recipient shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.) and implementing regulations in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973 and implementing regulations contained in 24 CFR Part 8. The Sub-recipient shall also comply with Title II of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.). Any contracts

entered into by the Sub-recipient shall include a provision requiring compliance with these regulations. The Sub-recipient shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

17. Fair Housing Act: The Sub-recipient shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100, et seq., Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations in 24 CFR Part 107, the City's Municipal Code 13, et. seq., and shall keep all records demonstrating compliance.
18. Affirmative Marketing: The Sub-recipient and the City shall exercise affirmative fair housing marketing and shall comply with the provisions of 24 CFR §92.351. The Sub-recipient and the City shall keep records necessary to comply with 24 CFR §92.508(a)(7).
19. Miscellaneous Federal Requirements: The Sub-recipient shall comply with the federal requirements set forth in 24 CFR Part 5, Subpart A.
20. Religious Organizations: The Sub-recipient shall comply with 24 CFR §92.257 regarding religious organizations. The CHDO must be used exclusively for secular purposes, available to all persons regardless of religion, and there must be no religious or membership criteria for participants in the Program.
21. Financial Accountability: The Sub-recipient shall have financial accountability standards that conform to the requirements detailed in 24 CFR §84.21, "Standards for Financial Management Systems" and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
22. Environmental Review: The CHDO operating expenses have been assessed in accordance with the National Environmental Policy Act of 1969 (NEPA) (U.S.C. §4321) and implementing regulations contained in 24 CFR Parts 50-58.
23. Reversion of Assets: As this agreement is for expense reimbursement only, the reversion of assets shall not apply..

### **SECTION 3. DEFAULTS AND REMEDIES**

1. Events of Default: The following shall constitute an Event of Default under this Agreement:

- a) If the Sub-recipient fails to comply with any regulations governing HOME Program awards, including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92, or fails to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by the City to the Sub-recipient; and
- b) If at any time any material representation made by the Sub-recipient in any written certification or communication submitted by the Sub-recipient to the City in an effort to induce the making of this grant or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner.

Notwithstanding any of the foregoing provisions to the contrary, if the Sub-recipient has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

2. No Waiver: Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.
3. Remedies: Upon the occurrence of any uncured Event of Default or any other breach of this Agreement, the City shall be free to terminate this Agreement, withhold all funding and/or exercise all rights and remedies available to it under the terms of this Agreement, or other Grant Documents, statutory law, equity, or under common law. The City may also exercise any one or more of the actions contained in 24 CFR §85.43(a)(1-5). All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

#### **SECTION 4. INDEMNIFICATION**

The Sub-recipient shall indemnify and save the City harmless from and against any negligent claims, liabilities, losses, and causes of action which may arise out of the Sub-recipient's activities under this Agreement, including all other acts or omissions to act on the part of the Sub-recipient, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses, and liabilities incurred in the defense of any such claims, or in the investigation thereof.

## SECTION 5. INSURANCE

1. Insurance: Without limiting the Sub-recipient's indemnification, the Sub-recipient shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described concerning its operations. Certificates valid and authorized endorsements evidencing the maintenance and renewal of such insurance coverage shall be delivered to the City thirty (30) days prior to commencement of construction. The City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The City, its officers and employees, shall be named as an additional named insured on all policies of liability insurance.

a) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of New Mexico. In addition, such policy shall provide that the coverage shall be primary for losses arising out of the Sub-recipient's performance of the Agreement. Neither the City nor any of its insurers shall be required to contribute to any such loss. The required certificate shall be furnished by the Participation prior to execution of this Agreement.

b) At least thirty (30) calendar days prior to the expiration of any of the above-referenced policies, the Sub-recipient shall provide the City with evidence of the renewal of said insurance policies in a form satisfactory to the City.

c) The Policies of Insurance which must be secured are:

i. Commercial General Liability Insurance: The Sub-recipient must secure commercial property liability insurance to included, but not be limited to, bodily injury and property damage coverage. The policy's limit liability shall not be less than Five Hundred Thousand Dollars (\$500,000.00) per person/per occurrence for bodily injury, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence for property damage.

ii. Worker's Compensation Coverage: All employees of the Sub-recipient must be included under such policy and with coverage to meet all requirements of the State of New Mexico.

## SECTION 6. MISCELLANEOUS PROVISIONS

1. Assignment: This Agreement may not be assigned to any other entity without the prior written consent of the City.
2. No Sub-recipient or agency: The City shall not in any way or for any purpose be considered to be or to have become a partner of the Sub-recipient with respect to the Program. The Sub-recipient is not, and shall not be, the agent of the City for any purpose, nor shall the City be the agent of the Sub-recipient for any purpose.
3. Severability: If any court of competent jurisdiction finds any part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement. If the rights and obligation of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected, this Agreement is declared severable.
4. Entire Agreement/Modification: This Agreement, together with **Attachment "A" through "E"** attached hereto, constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, representations, and agreements as to the items herein contained. The City or the Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Sub-recipient from its obligations under this Agreement. The City 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, scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Sub-recipient.
5. Notices: Whenever by the terms of this Agreement, notice shall be given to either party, such notice shall be in writing and shall be hand delivered, sent by regular mail, or sent electronically to:
  - A. Jan Lauterbach, Neighborhood Services Programs Specialist or David Dollahon, Neighborhood Services Administrator  
Community Development Department  
City of Las Cruces  
P.O. Box 20000  
Las Cruces, New Mexico 88004  
Phone: (505) 528-3134

E-mail: [jlauterbach@las-cruces.org](mailto:jlauterbach@las-cruces.org)  
or [ddollahon@las-cruces.org](mailto:ddollahon@las-cruces.org)

B. Ed Johnson, Executive Director  
Mesilla Valley Habitat for Humanity  
720 N. Santa Fe St.  
Las Cruces, NM 88001  
Phone: (505) 525-0475  
E-mail: [edhfh@qwestoffice.net](mailto:edhfh@qwestoffice.net)

6. Compliance With All Laws: Notwithstanding anything to the contrary, the Program shall be operated consistent with all applicable federal, state, and local laws and regulations.

7. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Mexico.

**IN WITNESS WHEREOF** the parties have executed this Agreement, each upon the date set forth next to his/her name.

**MESILLA VALLEY HABITAT FOR HUMANITY**

\_\_\_\_\_  
Signature

Ed Johnson  
\_\_\_\_\_  
Printed Name

Executive Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CITY OF LAS CRUCES**

\_\_\_\_\_  
Terrence R. Moore, City Manager  
City of Las Cruces

\_\_\_\_\_  
Date

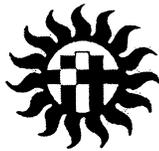
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## ATTACHMENT "A"

MESILLA VALLEY HABITAT FOR HUMANITY  
2009 CHDO OPERATING BUDGET

Operations Coordinator	\$7,000.00
Accountant	\$7,000.00
TOTAL BUDGET	<u>\$14,000.00</u>



# City of Las Cruces®

PEOPLE HELPING PEOPLE

## INVOICE

Date \_\_\_\_\_

Agency Name Mesilla Valley Habitat for Humanity

Project Name CHDO Operating Expense PY 2009  
Idis #771

Original contract balance **\$ 14,000.00**

Balance as of end of previous month \$

**Invoice Expenses:**

Operations Coordinator Position \$

Accountant Position \$

**GRAND TOTAL:** \$

**Remaining Balance:** \$ \_\_\_\_\_

**Certification:**

I, \_\_\_\_\_, as \_\_\_\_\_

of \_\_\_\_\_, hereby certify that the information provided on this invoice is for reimbursement for eligible operating expenses incurred in the month of \_\_\_\_\_ for Mesilla Valley Habitat for Humanity, a Community Housing Development Organization.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT "C"

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The 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 the 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 number(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.



**ATTACHMENT "D"**

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

In carrying out this Agreement, the Sub-recipient and its contractors and subcontractors 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 nondiscrimination clause. The Sub-recipient shall state in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient that it is an Equal Opportunity or Affirmative Action employer.

**ATTEST:**

**MESILLA VALEY HABITAT FOR  
HUMANITY**

By:

\_\_\_\_\_

\_\_\_\_\_ Date

By:

\_\_\_\_\_

\_\_\_\_\_ Date

**ATTACHMENT "E"**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, 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 transaction 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 \$100,000.00 for each such failure.

**ATTEST:  
MESILLA VALEY HABITAT FOR  
HUMANITY**

By:

\_\_\_\_\_

\_\_\_\_\_ Date

By:

\_\_\_\_\_

\_\_\_\_\_ Date

RESOLUTION NO. 09-259

A RESOLUTION APPROVING THE 2009 ACTION PLAN AS PART OF THE 2006-2010 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES. THE RESOLUTION AUTHORIZES THE CITY STAFF TO SUBMIT THE 2009 ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZES THE ACTION PLAN TO BE INCORPORATED INTO THE CITY'S BUDGET FOR FY 2009/2010.

The City Council is informed that:

**WHEREAS**, the City of Las Cruces is an Entitlement community as defined by the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs, and

**WHEREAS**, Entitlement communities are required to develop, adopt, and implement a Consolidated Plan every three to five years to address the City's housing and community development needs in order to continue to receive the CDBG and HOME funding, and

**WHEREAS**, for the 2009 Action Plan, the City will receive entitlement and program income for both the CDBG and HOME Programs from HUD in the amount of \$1,608,000.00 to address the City's affordable housing and community development needs for its low- and moderate-income areas and residents.

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

(I)

**THAT** the 2009 Action Plan and all necessary support documentation, as shown in Exhibit "A," attached hereto and made part of this Resolution, is hereby approved and adopted.

(II)

**THAT** Staff is hereby authorized to secure necessary signatures and transmit the 2009 Action Plan to the U.S. Department of Housing and Urban Development on the City's behalf.

(III)

THAT the 2009 Action Plan is hereby authorized to be incorporated into the City's FY 2009/10 budget, once developed.

(IV)

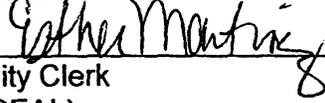
THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this 4th day of May, 2009.

APPROVED:

  
\_\_\_\_\_  
Mayor Ken Miyagishima

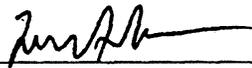
ATTEST:

  
\_\_\_\_\_  
City Clerk  
(SEAL)

Moved by: Connor \_\_\_\_\_

Seconded by: Jones \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

VOTE:

- Mayor Miyagishima: Aye
- Councillor Silva: Aye
- Councillor Connor: Aye
- Councillor Archuleta: Aye
- Councillor Small: Aye
- Councillor Jones: Aye
- Councillor Thomas: Aye

**U.S. Department of Housing Urban Development  
CPD Consolidated Plan  
2009 Action Plan Listing of Proposed Projects**

City of Las Cruces, NM

Participating Jurisdiction:

<b>Project ID/Local ID:</b>	2009-06 (b)	<b>HUD Matrix Code:</b>	19B	<b>Help the Homeless? Help those with HIV/AIDS?</b>	N
<b>Project Title:</b>	CHDO Operating (Tds)	<b>Title:</b>	HOME CHDO Operating		N
<b>Project Priority:</b>	N/A	<b>Eligibility Citation:</b>	92.208(a)		
		<b>Accomplishments:</b>	N/A		
		<b>Acc. Enumerated</b>	N/A		
		<b>Performance Measurements:</b>	#	<b>Title</b>	
	Increased capacity of organizational partners.	<b>Proposed Objective:</b>	4	Not Applicable	
		<b>Proposed Outcome:</b>	4	Not Applicable	
	Increased capacity of organizational partners.	<b>Benefit Determination (CDBG) Project Requirements (HOME) Continuing Proj? Yes or No:</b>			N/A 92.300(f) N/A
<b>Project Description:</b>	Provide reasonable and necessary costs for the operation of the CHDO. Is dedicated to the two CHDO's that are receiving funding during the Program Year for the development and implementation of a project.				
<b>Start Date:</b>	1-Jul-09	<b>Completion Date:</b>	30-Jun-10	<b>CHDO - Yes/No:</b>	Yes
<b>Sub-recipient:</b>	Tierra del Sol	<b>Location/Address:</b>	210 E. Idaho Ave, Las Cruces, NM 88001/ PO Box 2626, Anthony, NM 88021		
<b>Consolidated Plan:</b>	2006-2010	<b>Prog Year:</b>	2009	<b>Strategic Plan Goal:</b>	N/A
<b>PY:</b>	<b>Project #</b>	<b>CDBG</b>	<b>HOME</b>	<b>AMENDMENT</b>	<b>TOTAL</b>
2006	09	\$0.00	\$11,500.00	\$0.00	\$11,500.00
2007	---	\$0.00	\$0.00	\$0.00	\$0.00
2008	05	\$0.00	\$12,900.00	\$0.00	\$12,900.00
2009	06	\$0.00	\$10,000.00	\$0.00	\$10,000.00
2010		\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$34,400.00</b>	<b>\$0.00</b>	<b>\$34,400.00</b>
<b>Year</b>	<b>Project #</b>	<b>Activity #</b>	<b>Project Description</b>	<b>Sub-recipient</b>	<b>Dollar Reduction</b>
			Action Plan - Amendment #	N/A	

**U.S. Department of Housing Urban Development  
CPD Consolidated Plan  
2009 Action Plan Listing of Proposed Projects**

City of Las Cruces, NM

Participating Jurisdiction:

<b>Project ID/Local ID:</b>	2009-06 (a)	<b>HUD Matrix Code:</b>	19B	<b>Help the Homeless?</b>	N
<b>Project Title:</b>	CHDO Operating (MVHFH)	<b>Title:</b>	HOME CHDO Operating	<b>Help those with HIV/AIDS?</b>	N
<b>Project Priority:</b>	N/A	<b>Eligibility Citation:</b>	92.208(a)		
	Increased capacity of organizational partners.	<b>Accomplishments:</b>	N/A		
<b>Project Objective:</b>		<b>Acc. Enumerated</b>	N/A		
	Increased capacity of organizational partners.	<b>Performance Measurements:</b>	#	<b>Title</b>	
		<b>Proposed Objective:</b>	4	Not Applicable	
		<b>Proposed Outcome:</b>	4	Not Applicable	
		<b>Benefit Determination (CDBG) Project Requirements (HOME) Continuing Proj? Yes or No:</b>	No	2006, 2007	92.300(f)
<b>Project Description:</b>		<b>CHDO - Yes/No:</b>	Yes		
Provide reasonable and necessary costs for the operation of the CHDO. Is dedicated to the two CHDO's that are receiving funding during the Program Year for the development and implementation of a project.		<b>Location/Address:</b>	720 N. Santa Fe, Las Cruces, NM 88001		
<b>Start Date:</b>	1-Jul-09	<b>Completion Date:</b>	30-Jun-10		
<b>Sub-recipient:</b>	MV Habitat	<b>Strategic Plan Goal:</b>	N/A		
<b>Consolidated Plan:</b>	2006-2010	<b>Prog Year:</b>	2009		
<b>PY:</b>	<b>Project #</b>	<b>CDBG</b>	<b>HOME</b>	<b>AMENDMENT</b>	<b>TOTAL</b>
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2007	05	\$0.00	\$23,000.00	\$0.00	\$23,000.00
2008	05	\$0.00	\$12,900.00	\$0.00	\$12,900.00
2009	06	\$0.00	\$14,000.00 ✓	\$0.00	\$14,000.00
2010		\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$72,900.00</b>	<b>\$0.00</b>	<b>\$72,900.00</b>

Year	Project #	Activity #	Project Description	Sub-recipient	Dollar Reduction
			Action Plan - Amendment #	N/A	

RESOLUTION NO. 09-259

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**WHEREAS**, Entitlement communities are required to develop, adopt, and implement a Consolidated Plan every three to five years to address the City's housing and community development needs in order to continue to receive the CDBG and HOME funding, and

**WHEREAS**, for the 2009 Action Plan, the City will receive entitlement and program income for both the CDBG and HOME Programs from HUD in the amount of \$1,608,000.00 to address the City's affordable housing and community development needs for its low- and moderate-income areas and residents.

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(II)

**THAT** Staff is hereby authorized to secure necessary signatures and transmit the 2009 Action Plan to the U.S. Department of Housing and Urban Development on the City's behalf.

(III)

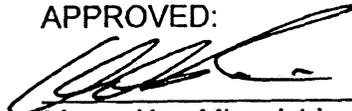
THAT the 2009 Action Plan is hereby authorized to be incorporated into the City's FY 2009/10 budget, once developed.

(IV)

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

DONE AND APPROVED this 4th day of May, 2009.

APPROVED:

  
\_\_\_\_\_  
Mayor Ken Miyagishima

ATTEST:

  
\_\_\_\_\_  
City Clerk  
(SEAL)

Moved by: Connor

Seconded by: Jones

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

VOTE:

Mayor Miyagishima:	<u>Aye</u>
Councillor Silva:	<u>Aye</u>
Councillor Connor:	<u>Aye</u>
Councillor Archuleta:	<u>Aye</u>
Councillor Small:	<u>Aye</u>
Councillor Jones:	<u>Aye</u>
Councillor Thomas:	<u>Aye</u>

**U.S. Department of Housing Urban Development  
CPD Consolidated Plan  
2009 Action Plan Listing of Proposed Projects**

City of Las Cruces, NIM

Participating Jurisdiction:

<b>Project ID/Local ID:</b>	2009-06 (b)	<b>HUD Matrix Code:</b>	19B	<b>Help the Homeless?</b>	N
<b>Project Title:</b>	CHDO Operating (TdS)	<b>Title:</b>	HOME CHDO Operating	<b>Help those with HIV/AIDS?</b>	N
<b>Project Priority:</b>	N/A	<b>Eligibility Citation:</b>	92.208(a)		
		<b>Accomplishments:</b>	N/A		
		<b>Acc. Enumerated</b>	N/A		
		<b>Performance Measurements:</b>	#	<b>Title</b>	
	Increased capacity of organizational partners.	<b>Proposed Objective:</b>	4	Not Applicable	
		<b>Proposed Outcome:</b>	4	Not Applicable	
	Increased capacity of organizational partners.	<b>Benefit Determination (CDBG) Project Requirements (HOME)</b>			N/A
<b>Project Description:</b>		<b>Continuing Proj? Yes or No:</b>	No	<b>If Yes, Yrs?</b>	N/A
	Provide reasonable and necessary costs for the operation of the CHDO. Is dedicated to the two CHDO's that are receiving funding during the Program Year for the development and implementation of a project.				92.300(f)
<b>Start Date:</b>	1-Jul-09	<b>Completion Date:</b>	30-Jun-10	<b>CHDO - Yes/No:</b>	Yes
<b>Sub-recipient:</b>	Tierra del Sol	<b>Location/Address:</b>	210 E. Idaho Ave, Las Cruces, NM 88001/ PO Box 2626, Anthony, NM 88021		
<b>Consolidated Plan:</b>	2006-2010	<b>Prog Year:</b>	2009	<b>Strategic Plan Goal:</b>	N/A
<b>PY:</b>	<b>Project #</b>	<b>CDBG</b>	<b>HOME</b>	<b>AMENDMENT</b>	<b>TOTAL</b>
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<b>TOTAL</b>		<b>\$0.00</b>	<b>\$34,400.00</b>	<b>\$0.00</b>	<b>\$34,400.00</b>
<b>Year</b>	<b>Project #</b>	<b>Activity #</b>	<b>Project Description</b>	<b>Sub-recipient</b>	<b>Dollar Reduction</b>
			Action Plan - Amendment #	N/A	

**U.S. Department of Housing Urban Development  
CPD Consolidated Plan  
2009 Action Plan Listing of Proposed Projects**

City of Las Cruces, NM

Participating Jurisdiction:

<b>Project ID/Local ID:</b>	2009-06 (a)	<b>HUD Matrix Code:</b>	19B	<b>Help the Homeless?</b>	N
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<b>Project Priority:</b>	N/A	<b>Eligibility Citation:</b>	92.208(a)		
	Increased capacity of organizational partners.	<b>Acc. Enumerated:</b>	N/A		
<b>Project Objective:</b>	Increased capacity of organizational partners.	<b>Performance Measurements:</b>	#	<b>Title</b>	
		<b>Proposed Objective:</b>	4	Not Applicable	
		<b>Proposed Outcome:</b>	4	Not Applicable	
<b>Project Description:</b>	Increased capacity of organizational partners.	<b>Benefit Determination (CDBG) Project Requirements (HOME) Continuing Proj? Yes or No:</b>	No	<b>If Yes, Yrs?</b>	2006, 2007
	Provide reasonable and necessary costs for the operation of the CHDO. Is dedicated to the two CHDO's that are receiving funding during the Program Year for the development and implementation of a project.				92,300(f)
<b>Start Date:</b>	1-Jul-09	<b>Completion Date:</b>	30-Jun-10	<b>CHDO - Yes/No:</b>	Yes
<b>Sub-recipient:</b>	MV Habitat	<b>Location/Address:</b>	720 N. Santa Fe, Las Cruces, NM 88001		
<b>Consolidated Plan:</b>	2006-2010	<b>Prog Year:</b>	2009	<b>Strategic Plan Goal:</b>	N/A
<b>PY:</b>	<b>Project #</b>	<b>CDBG</b>	<b>HOME</b>	<b>AMENDMENT</b>	<b>TOTAL</b>
2006	09	\$0.00	\$23,000.00	\$0.00	\$23,000.00
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<b>TOTAL</b>		<b>\$0.00</b>	<b>\$72,900.00</b>	<b>\$0.00</b>	<b>\$72,900.00</b>
<b>Year</b>	<b>Project #</b>	<b>Activity #</b>	<b>Project Description</b>	<b>Sub-recipient</b>	<b>Dollar Reduction</b>
			Action Plan - Amendment #		
			N/A		