

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 5

Ordinance/Resolution# 10-089

Council District: 1

For Meeting of September 21, 2009

(Adoption Date)

TITLE: A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND MESILLA VALLEY COMMUNITY OF HOPE AS SPONSOR FOR THE OWNING ENTITY, ABODE INC, FOR PARTIAL BUY-DOWN OF THE MORTGAGE FOR 1843 AND 1845 SEXTON STREET USING FUNDS FROM THE CDBG PROGRAM.

PURPOSE(S) OF ACTION: Approve a CDBG Grant Agreement between the City of Las Cruces and Mesilla Valley Community of Hope and ABODE Inc. for the partial buy-down of a mortgage using funds from the Community Development Block Grant Program.

Name of Drafter: Jerry Nachison <i>JN by [initials] & JL</i>		Department: Community Development		Phone: 528-3208	
Department	Signature	Phone	Department	Signature	Phone
Community Development	<i>[Signature]</i>	528-3060	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: 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) program. As an entitlement community the City of Las Cruces has the authority to administer the CDBG Program. Entitlement communities are required to adopt and implement a Consolidated Plan.

Through the approval of the City's 2006-2010 Consolidated Plan including Resolution 08-267 for the approval of the 2008 Action Plan, Mesilla Valley Community of Hope (MVCH) applied for and was awarded funding in the amount of \$65,478.00 for the partial buy-down of the mortgage for the property at 1843 and 1845 Sexton Street. The buy-down of the mortgage will provide a reduction in their monthly mortgage payment which will allow MVCH/ABODE Inc. additional funds needed to operate the housing facility. Additionally, these funds will be used to meet the match requirement on other grants that will be used to complete the acquisition of the property.

The housing facility owned by ABODE Inc., with MVCH as the sponsor, is used to provide housing for individuals who are homeless and disabled or elderly in Las Cruces, New Mexico. The housing facility will serve an expected 15 persons at initial occupancy and an unspecified number of future new clients (due to turnover) in the City of Las Cruces. There will be required scheduled reporting to the City with MVCH/ABODE Inc. annually for twenty (20) years.

(Continued on page 2)

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
CDBG MVCH/ABODE Inc. 2000-20184200-722190-10405	\$65,478.00	\$65,478.00

1. Proposed Resolution
2. Exhibit "A" CDBG Grant Agreement
3. Attachment "B" – Resolution 08-267

OPTIONS / ALTERNATIVES:

1. Vote YES and approve the Resolution authorizing the CDBG Grant Agreement between the City of Las Cruces and Mesilla Valley Community of Hope and ABODE Inc. providing funds for the partial buy-down of the mortgage for Sexton Street properties.
2. Vote NO and deny the Resolution not authorizing the CDBG Grant Agreement between the City of Las Cruces and Mesilla Valley Community of Hope and ABODE Inc., which will not allow for the partial buy-down of the mortgage for Sexton Street properties.
3. Modify the Resolution and vote YES to approve the modified Resolution.
4. Table/Postpone the Resolution and direct staff accordingly.

RESOLUTION NO. 10-089

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND MESILLA VALLEY COMMUNITY OF HOPE AS SPONSOR FOR THE OWNING ENTITY, ABODE INC, FOR PARTIAL BUY-DOWN OF THE MORTGAGE FOR 1843 AND 1845 SEXTON STREET USING FUNDS FROM THE CDBG PROGRAM.

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) program; and

WHEREAS, entitlement communities are required to adopt and implement a Consolidated Plan every five years, including an annual Action Plan; and

WHEREAS, through the approval of the City's 2006-2010 Consolidated Plan, including Resolution 08-267 for the approval of the 2008 Action Plan, Mesilla Valley Community of Hope (MVCH) was awarded funding in the amount of \$65,478.00 for the partial buy-down of the mortgage for the property at 1843 and 1845 Sexton Street; and

WHEREAS, The housing facility on Sexton Street owned by ABODE Inc. with MVCH as the sponsor provides housing for individuals who are homeless and disabled or elderly in the City of Las Cruces; and

WHEREAS, MVCH applied for and was awarded Program Year 2008 CDBG funding in the amount of \$65,478.00 to be used for partial buy-down of the mortgage on the property.

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

(I)

THAT the Community Development Block Grant Agreement between the City of Las Cruces and Mesilla Valley Community of Hope and ABODE Inc. as shown in Exhibit "A," attached hereto and made part of this resolution, is hereby approved.

(II)

THAT the City Manager, as the official representative of the City, is hereby authorized to sign the Grant Agreement on the City's behalf.

(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.

APPROVED:

(SEAL)

Mayor

ATTEST:

VOTE:

City Clerk

Mayor Miyagishima: _____

Moved by: _____

Councillor Silva: _____

Seconded by: _____

Councillor Connor: _____

Councillor Archuleta: _____

Councillor Small: _____

Councillor Jones: _____

Councillor Thomas: _____

APPROVED AS TO FORM:



City Attorney

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND MESILLA VALLEY COMMUNITY OF HOPE (MVCH) AS SPONSOR FOR THE OWNING ENTITY, ABODE, INC, FOR PARTIAL BUY-DOWN OF THE MORTGAGE FOR 1843 AND 1845 SEXTON ST. USING FUNDS FROM THE CDBG PROGRAM

THIS AGREEMENT is entered into between the City of Las Cruces (herein called the "Grantee") and Mesilla Valley Community of Hope (herein called the "Sub-recipient") as sponsor for the owning entity, ABODE (Herein called the "Owner") under CDBG Grant Number B-08-MC-35-0002;

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

WHEREAS, the Grantee has received approval of the City's 2006-2010 Consolidated Plan including the 2008 Action Plan from HUD, which includes funding of \$65,478 from Program Year 2008 for this project; and

WHEREAS, the Grantee wishes to engage the Sub-recipient as sponsor and Owner, to assist the Grantee in utilizing project funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the Grantee, the Sub-recipient and the Owner agree and follow hereto that;

I. SCOPE OF SERVICE

A. National Objective

The Sub-recipient and Owner certify that the activities carried out with the funds provided under this Agreement meet the CDBG Program's National Objective 570.208(a)(3) – Housing Activities. At least 51 percent of the residents of the area are principally Clientele who are very low income individuals who are homeless and disabled and/or elderly. Such will be verified through HUD requirements at 24 CFR Part 5.

B. Activities and Use of Funds

In addition to its normal work, this CDBG Sub-recipient and Owner is responsible for administering a CDBG program to purchase in part a property with two structures, limited to qualifying persons. The property will be used to provide housing for individuals who are homeless and disabled and/or elderly in Las Cruces, New Mexico. The purchased structure is intended to be used by the Sub-recipient and Owner in a manner that complies with the above cited HUD CDBG Regulations and Grantee requirements.

The one-time purchase includes a total cost of \$65,478 for 1843 and 1845 Sexton Street, Las Cruces NM 88001. The Owner of the property is ABODE, Inc. and the funds through the Sub-recipient will be used to partially pay down of the mortgage of the above cited property, consistent with HUD Multifamily requirements. The purchased premises will serve an expected 15 persons at initial occupancy and an unspecified number of future new clients (due to turnover) in the City of Las Cruces. There will be reporting to the Grantee scheduled with MVCH/ABODE INC. annually for twenty (20) years subject to item I.C.

C. Performance Monitoring

The Grantee will monitor the initial financial performance of the Sub-recipient and Owner to insure that the mortgage documents are consistent with CDBG rules and regulations, this grant document and 24 CFR Part 891. There will also be short annual reports and a certification to the Grantee for twenty (20) years after the purchase through completion of the Housing Assistance Payment (HAP) – Section 8 contracts through the term of the original 40 year mortgage. These reports will provide: (i) appropriate statistics on number of initial clients; (ii) turnover rates; (iii) the total numbers of individual clients served annually; and (iv) fair housing compliance information as stated in Section VIII. Additionally the grantee will monitor the Sub-recipient and Owner for CDBG performance no less than bi-annually (every two [2] years) during this 20 year period.

Substandard performance during any review is defined as vacancy of two units or more during any 60-day period as specified in the restrictive covenant (see Section VIII, below) will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient and Owner within 30 calendar days after being notified by the Grantee, sanctions may be in order from either scheduled (see Attachment A) or unscheduled reviews and in accordance with 24 CFR Part 570.

D. Period of Restrictive Covenant

The two properties shall be maintained as affordable housing for the remaining period of the Section 8 contract(s). The Owner shall execute a Declaration of Restrictive Covenants, a copy of which is attached hereto as "Attachment ___" and incorporated by reference, which shall be recorded in the Office of the County Clerk of Dona Ana County. The Affordability requirements obtain separately and independently from the term of the loan or mortgage, which require 24 CFR part 891 Part E and 24 CFR Part 5 or the transfer of ownership. The Owner acknowledges that failure to meet the affordability requirements herein is a breach of this Agreement and a default under the Mortgage and requires repayment of the CDBG funds, if the Project does not meet the affordability requirements.

E. City's Right of Access to the Project

The Sub-recipient and Owner agree that the City and any of its duly authorized agents shall have the right at all reasonable times to enter upon and examine and inspect the Project provided that any such inspections will be conducted in a manner that will minimize any intrusion on the operations of the Project. The Sub-recipient and Owner will from time to time provide assistance and information needed by staff of the City's Community Development Department to monitor and evaluate the performance of the Project. It is understood that the City's Community Development staff, with assistance from other City staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged.

F. Property Standards

The Sub-recipient and Owner shall comply with the property standards requirements set forth in 24 CFR Parts 891 Subpart E and 982 Subpart I. The Sub-recipient shall keep records to document compliance with these property standards. The Property must meet all applicable local codes, ordinances, zoning ordinances and the accessibility requirements in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973.

II. TIME OF PERFORMANCE

A. Term of the Agreement

This Agreement shall start on September 25, 2009, or the date on which the United States Department of Housing and Urban Development releases funds to the Grantee for Grant B-08-MC-35-0002, whichever is later. The period of performance will continue for at least twelve (12) months after the beginning date, but end no later than September 24, 2010. The Grantee retains the option of changing the term of this agreement depending on the terms of the purchase and the uses to which the buildings are put.

B. Eligible Payment Period

All eligible expenses and purchases approved by this Agreement and incurred during the grant period may be reimbursed. A one-time payment request is expected. Time extensions are covered in Section IV, following.

C. Disbursement

All grant funds must be disbursed within 12 months of the execution of this Agreement. This period shall not be amended unless the Sub-recipient requests such in writing, prior to and subject to the time period in Section II.a, and the terms of Section IV.

The Grantee shall disburse grant proceeds for purchase of the Sexton St. property only after the Grantee and HUD have approved the Sub-recipients and Owner's mortgage documents. Notwithstanding anything in this Agreement, the Grantee also reserves the right to request and approve documentation supporting any requests for disbursement to verify payment of such costs as in the Agreement, appropriate invoices and other documents consistent with both HUD Section 202/8 and Las Cruces CDBG rules.

Any funds not expended during the grant period nor requested within 60 days after the end of the grant period will be held by the Grantee and not be available to the Sub-recipient or Owner. Funds expended after the date of termination stated above will not be available for reimbursement.

III. BUDGET

Payments will be made only for the line items listed below

TOTAL BUDGET

EXPENDITURE CLASSIFICATION	DESCRIPTION OF ITEM	APPROVED BUDGET
801-002	ACQUISITION	\$65,478.00
TOTAL		\$65,478.00

Indirect costs cannot be charged to this agreement.

IV. AMENDMENTS

The Grantee or Sub-recipient and Owner may not amend the total amount of the budget, scope of work or this Agreement at any time in support of the one-time mortgage payment. Any adjustment or amendment of any change to the scope must be approved and signed by a duly authorized representative of both organizations and by the Grantee's governing body except as provided in Section II. Such amendment must make specific reference to the Agreement and be executed in writing,

Extensions of time for transfers of funds may be granted, as needed. Such extensions and/or transfer of funds without exceeding total project budget for the Agreement, must be requested in writing by the Sub-recipient and Owner, approved by the Grantee and be signed by the Grantee's Neighborhood Services Administrator, provided that it is for cause beyond the Sub-recipient's and Owner's control, and in accordance with the same terms and conditions of the original Agreement.

All other extensions or changes in scope, performance, funding or approved responsibility to this Agreement shall be in writing with approval by the Grantee's governing body and the Sub-recipient. Any such amendment shall not invalidate nor relieve the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, at 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 by the Grantee result in a change in the funding or the scope of services undertaken as part of this Agreement, such modifications will be incorporated by a written amendment that is signed by the Grantee, Sub-recipient and Owner.

Any amendments to this agreement are subject to 24 CFR Part 570.505 and the Covenants contained in Attachment A.

V. PAYMENTS

It is expressly agreed and understood that the total amount to be paid by the grantee under this Agreement shall not exceed \$65,478 and is expected to be a one-time payment for eligible expenses as stated in the budget specified in Section III, herein, in accordance with

the Scope of Service and any approved modifications thereto. Payments are contingent upon compliance with all administrative requirements of Section VIII. It is also understood that all requests for payment shall be in writing and must be submitted by the Sub-Recipient to the Grantee.

VI. PROGRAM INCOME

The Owner shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. Program Income may remain with the Owner. The use of program income by the Owner shall comply with the requirements set forth at 24 CFR 570.504 and be fully consistent with 24 CFR Part 891. Program income not used consistent with the aforementioned regulations is subject to recapture and payback by the Sub-recipient or owner to the Grantee.

VII. COMMUNICATIONS

Communication and details concerning this Agreement shall be directed in writing, hand delivered, sent by regular mail to the following Agreement representatives:

<u>Grantee</u>	<u>Sub-recipient</u>	<u>Owner</u>
Jerold S. Nachison, Housing Development Coordinator Community Development Department City of Las Cruces P.O. Box 20000 Las Cruces, NM 88004 Phone: (505) 528-3208 E-mail: jnachison@las-cruces.org	Ms. Pamela Angell Executive Director MVCH, Inc. 999 W. Amador Las Cruces, NM 88005 Phone: (575) 523-2219 hope@zianet.com	Same as Sub-recipient

VIII. ADMINISTRATIVE REQUIREMENTS

A. Applicable Laws

The Sub-recipient and Owner shall comply with all applicable Federal, state and local laws rules and regulations dealing with property acquisition and quality standards whether they are presently or subsequently promulgated. The Sub-recipient and Owner agree to comply with any and all the CDBG and Section 202/8 Regulations, 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 forthwith. The Sub-recipient and Owner shall also comply with all other applicable Federal, state or local statutes, ordinances, rules and regulations including but not limited to all applicable provisions of the City's Municipal, Building and Zoning Codes.

B. Financial Management

The Sub-recipient and Owner agree comply with 24 CFR 570.610, 24 CFR Part 84, Subpart C, Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," 24 CFR Part 85 and OMB Circular A-133, "Audits of States, Local Governments and Non-Profits."

C. Documentation and Record-Keeping

1. Records to be Maintained

The Sub-recipient and Owner shall maintain all records required by Federal regulations, State law, local ordinances and Grantee requirements that are pertinent to the activities funded under this Agreement, including 24 CFR Parts 570.506 and 610. The minimum acquisition records are: (i) a complete set of all payoff and new mortgage papers/restrictive covenants for the above cited property, showing the place of the City's grant in the overall financing picture of the property, (ii) a "Notice to Proceed" by the Grantee to the Sub-recipient for the above purchase, and ongoing performance as noted in item I.C.,.

Additional records shall include but not be limited to those:

- a. Annually, provide a full description of each activity undertaken and demonstrate that the activities undertaken help meet the National Objective stated in Section I.A. This requirement must be followed for twenty (20) years from the date of this award and subject to City approval. The report shall provide at least a client list showing household size, race and ethnicity, female head of household or not, date of entering the program and date of leaving. Additionally it should also contain unduplicated number of occupants, vacancies by duration and turnover rates. The Owner shall also submit a certification that the users of the premises are of low income, disabled and were homeless at point of initial occupancy.
- b. Documenting compliance with Property Standards set forth for project rehabilitation that must meet all applicable local codes, ordinances and zoning requirements, bidding and selection process, contracts, drawings, amendments thereto and approvals, thereof;
- c. Documenting compliance with the fair housing and equal opportunity components of the CDBG Program in 24 CFR, Part 8, which implements Section 504 of the Rehabilitation Act of 1973;
- d. Financial records as required by 24 CFR Part 570.502 and 24 CFR Part 84, Subpart C, Financial and Program Management, and
- e. Other records necessary to document compliance with 24 CFR 570 Subpart K.

The Grantee understands that items in VIII are maintained by Sub-recipient for the Owner and do not have to be duplicated by same for the purposes of this award.

2. Retention

The Sub-recipient and Owner shall retain all records pertinent to expenditures incurred under this Agreement for a period of ten (10) years after the termination of all funded Agreement activities (completion and acceptance). They shall also be retained for 20 years for the Covenants. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after

completion and acceptance of the acquisition noted above and for the 20 years of the restrictive covenants. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

IX. GOVERNANCE AND SEVERABILITY

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

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

MESILLA VALLEY COMMUNITY OF HOPE

ABODE, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

CITY OF LAS CRUCES

Terrence Moore, City Manager
City of Las Cruces

Date

APPROVED AS TO FORM:

City Attorney

REQUIRED CERTIFICATIONS FOR EXECUTION AS PART OF THIS AGREEMENT

1. Attachment A - Restrictive Real Estate Covenant
2. Attachment B - General Items
3. Attachment C - Drug-Free Workplace for both properties
4. Attachment D - EEO/AA Clause
5. Attachment E - Anti-Lobbying Clause; and
6. Attachment F - Required City and Federal Clauses and Certifications

Attachment "A"**RESTRICTIVE REAL ESTATE COVENANT – 1843 and 1845 Sexton St., Las Cruces, New Mexico.**

Made in Las Cruces, New Mexico

Date _____

This agreement is made by Mesilla Valley Community of Hope and ABODE, Inc., New Mexico non-profit organizations (herein after referred to as Sub-recipient and Owner), whose address is 999 W. Amador, Las Cruces, NM 88005, in favor of the **City of Las Cruces**, a municipal corporation (hereinafter designated as "the City.") The premises discussed in this covenant are at 1843 and 1845 Sexton St., Las Cruces, NM 88001-11941. This covenant is a part of CDBG Grant B-08-MC-35-0002 (herein called the "Agreement"). At completion of acquisition, the premises are owned by the Owner, with certain limitations.

1. Recitals

- A. The following premises described as follows:
- (i) Description of building and premises including legal description. (to be added).
 - (ii) Square footage of the property is approximately _____ and square footage of the buildings on the property are _____.
- B. The Owner of that certain real estate (Real Property) in Dona Ana County, New Mexico holds the property in _____.
- C. The City has advanced certain sums of money under the Housing and Community Development Act of 1974 (HCDA), as amended (24 CFR Part 570) to the Owner. Such funding benefits the real property of the Owner.
- D. In consideration for the assistance given by the City for the benefit of the Owner, it has agreed to restrictions on the use of the real property in order to implement the policies and obligations of the HCDA of 1974 (24 CFR Part 570).

2. Restrictive Covenants

During the term of this Agreement as set forth in Paragraph 4, below:

A. Use of Property:

In exchange for \$65,478 to acquire the premises, as described by the Sponsor's application of January 15, 2008 the premises of the Sub-recipient as sponsor for the Owner and Section A-1 of this document is owned by same and shall be maintained under this Covenant for use of the Sub-recipient and Owner, with the first priority usage as housing for low income persons for a period of twenty (20) years. The real property shall be used for habitation and for provision of services and referrals by the Sub-recipient and Owner for the residents of such premises. The starting and concluding dates of this covenant are subject to revision at the option of all parties.

- B. This Agreement shall be and constitute covenants running with the real property during the term of this agreement and shall be enforceable by the City using legal and equitable action including injunctive relief.
- C. This Agreement and Restrictive Covenant shall automatically terminate at the 5:00 p.m. New Mexico time on the 20th anniversary of such recordation that is running with the real property and subject to Item 2.A above.
- D. Upon execution of this Agreement by the Sub-recipient and the Owner, the terms, Conditions and covenants of this Agreement shall be binding upon and inure to the benefit of the parties and of their representatives, or their successors, through the term of this covenant.
- E. Property Standards:

This project will meet all Housing Quality Standards or other physical property standards regulated by the U.S. Department of Housing and Urban Development and local building code requirements for the duration of this agreement.

3. Reporting Requirements

The Owner shall report in writing, at least annually to the City for 10 years consistent with Section I.C, prior, of this document. With this report the Owner shall also submit a certification that the users of the premises are of very low income, disabled and homeless.

4. Covenants Running with the Real Property

This Agreement shall be and constitute covenants running with the real property during the term of this agreement and shall be enforceable by the City by legal and equitable action, including an auction, for injunctive relief.

5. Binding Effect

Upon execution of this agreement by the Sub-recipient and the Owner, the terms, conditions and covenants of this Agreement shall be binding upon and inure to the benefit of all parties and of their representatives.

I. GENERAL ITEMS

A. Audits and Inspections

All Sub-recipient or Owner records with respect to any matter covered by this Agreement shall be made available to the Grantee, their designees or the Federal government at any time during normal business hours, as often as the grantee deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. One copy of the Sub-recipient's reporting package shall be submitted to the Grantee 30 days after receipt of an auditors report or 120 days after the end of the audit period, whichever occurs first. The reporting package shall include:

- a. Financial statements,
- b. Schedule of prior year Audit findings,
- c. Auditors report, and
- d. Corrective action plan that addresses audit finding.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient or within 30 days after receipt. Failure of the Sub-recipient or owner to comply with the above audit requirements will constitute a violation of this Agreement and be subject to sanctions. The Sub-recipient and Owner hereby agree to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits at 24 CFR Part 570.502(b) and OMB Circular A-133 (Audits of States, Local Governments and non-Profit Organizations), as applicable. It also agrees to allow the City's Community Development Department, Financial Services Department, the Internal Auditor or HUD, upon request, to conduct any audits the City or HUD feels necessary at any time during the term of this Agreement or during the period of the covenants.

B. Suspension or Termination

Any of the parties may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the approved Scope of Service may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all documents prepared by the Sub-recipient and Owner under this Agreement shall become the property of the Grantee and the Sub-recipient or owner, as appropriate shall be entitled to receive just and equitable compensation for any satisfactory work completed on such construction and documents prior to the termination.

The Grantee may also suspend or terminate this Agreement in whole or in part if the Sub-recipient or Owner materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Sub-recipient and Owner is not in compliance with any applicable rules or regulations, the Grantee may withhold the one-time payment or such amount that the grantee determines appropriate. Such suspension will last until such time as the Sub-recipient and Owner are found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

C. Insurance and Bonding

1. General:

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

2. Insurance Requirements:

The Sub-recipient and owner 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 and for each year during the period of the lease. The Grantee shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The Grantee, its officers and employees, shall be named as an additional named insured on all policies of liability insurance. The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR Part 84, Subpart C, Financial and Program Management, Bonding and Insurance.

- (a) Such policy shall provide that the coverage shall be primary for losses arising out of the Sub-recipient and Owner's performance of the Agreement. Neither the Grantee nor any of its insurers shall be required to contribute to any such loss. The required certificate shall be furnished by the Sub-recipient or Owner within 30 days of execution of this Agreement or it shall be automatically terminated per the terms of this Attachment, Section I.B.
- (b) At least thirty (30) calendar days prior to the expiration of any of the above-referenced policies, the Sub-recipient or Owner shall provide the Grantee with evidence of the renewal of said insurance policies in a form satisfactory to the Grantee.
- (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 include, but not be limited to, bodily injury and property damage coverage. The policy's limit of liability shall not be less than one million dollars (\$1,000,000) per person/per occurrence for bodily injury, or death to one or more than one person and not less than Two Hundred Thousand Dollars (\$200,000) 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.
- (iii) Flood Insurance: The Sub-recipient shall provide Flood Insurance as required under applicable HUD regulations, if necessary.

D. Reporting and Payment Procedures

1. Payment Procedures and Reports:

The Grantee will pay to the Sub-recipient funds on an expected one-time basis, only after receipt of all mortgage documents and transfer instrument in forms satisfactory to the Grantee. Payments will be adjusted by the Grantee in accordance with advance funds (if any), in Sub-recipient and Owner accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the sub-recipient.

2. Reports:

All annual reports for 20 years from the effective date of this agreement will be provided to the grantee subject to Section I.C, prior

3. Payments for Equipment:

This Award does not cover the purchase of any equipment except any incidental to the acquisition of the property and approved by the Grantee in advance.

E. Close-Outs

The Sub-recipient and Owner's obligations to the Grantee shall not end until all closeout requirements are completed.

- (1) Activities covered in all Annual reports;
- (2) Disposition of program assets, if any; and
- (3). Determining custody of records.

F. Lead-Based Paint

The Sub-recipient and Owner shall not use lead-based paint in the project or anywhere on the property and shall comply with 24 CFR Part 570.608 and the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Section 5421-4846).

G. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the three parties. The Sub-recipient and Owner shall at all times remain "independent contractors" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the Sub-recipient is an "independent contractor."

H. Hold Harmless

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

- 1) The preparation or approval of drawings, opinions, reports, change orders, designs and specifications by the Grantee, or its agents or employees, or
- 2) The giving of or failure to give directions or instructions by the Grantee, or its agents or employees, where such giving or failure to give directions or instructions is the primary cause of bodily harm to persons or damages to the property.

In the event the Grantee, or its officers, agents or employees, actively participates in such negligence (a) the Sub-recipient and Owner is relieved of its obligation to defend the grantee, and (b) the Sub-recipient and the Owner's obligation to indemnify and save harmless is limited to the actual amount representing the Sub-recipients and Owners comparative share of negligence with the Grantee.

I. Grantee Recognition

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

J. Use of Real Property

The standards described in this section apply to real property within the Sub-recipient and Owner's control which was acquired in whole or in part using CDBG funds in excess of \$25,000. The applicable standards are detailed in the Restrictive Covenants, Attachment A.

K. Reversion of Assets

Upon its expiration, the Sub-recipient and Owner shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Sub-recipient's and grantee's control that was

acquired or improved in whole or in part with CDBG funds in excess of \$25,000 may remain in the possession of the Sub-recipient subject to the Restrictive Covenants in Attachment A.

In the event the property is not used in accordance with the national objective , I.A, page 1, above, the Sub-Recipient and the Owner shall pay to the Grantee \$65,478 or such other amount determined by the Grantee. Any such payment is program income to the Grantee.

L. Travel

Travel by the Sub-recipient and Owner is not permitted with funds provided under this Agreement.

M. Religious Organizations

The Sub-recipient and Owner agree that all funds and/or programs under this agreement which includes faith-based organizations are subject to the requirements specified in 24 CFR Part 570.200(j), as amended, September 30, 2003.

II. PROCUREMENT

Procurement under this agreement is limited to the acquisition of the aforesaid property, such to HUD rules and regulations and subject to prior Grantee approval.

III. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights - Compliance

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

B. Section 504/Americans with Disabilities Act (ADA)

The Sub-recipient and Owner agree to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) and with the Americans with Disabilities Act of 1990 which expands Section 504 nation and prohibits discrimination against the handicapped in employment, any Federally assisted program and states general architectural accessibility standards.

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance by adding discrimination against the handicapped in any public areas, employment, state and local governmental areas and public and private transportation.

The Sub-recipient shall also post, one or more signs containing facility hours, rules, warning signs and emergency telephone numbers, Anti-drug policy, EEO, New Mexico Workforce and Fair Housing Posters, as appropriate. The Sub-recipient shall make such postings

available in alternate formats upon request. The Sub-recipient shall adhere to the City of Las Cruces Communication Policy when publicizing events, activities, programs or services.

C. Affirmative Action (AAP)

1. Approved Plans:

The Sub-recipient and Owner shall prepare and provide to the Grantee an approvable AAP and a Tenant Selection and Participation plans.

2. Women/Minority Business Enterprise:

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

D. Employment Restrictions

1. Prohibited Activity:

The Sub-recipient and Owner are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities except as provided for in accordance with Attachment F for lobbying; political patronage; and nepotism activities.

2. Assignability:

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

3. Debarment and Suspension:

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors

declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

4. Hatch Act:

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

5. Copeland "Anti-Kickback" Act:

As applicable, the Sub-recipient and Owner shall comply with the Copeland "Anti-Kickback Act (18 U.S.C. Section 874), as supplemented by the Department of Labor Regulations contained at 29 CFR Part 3.

6. Conflict of Interest (COI):

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

a. Applicability

In the procurement of supplies, equipment, construction, and services by Sub-recipient and Owner and by contractors, if any, of the Sub-recipient and Owner the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

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

b. Conflicts Prohibited

The general rule is that no persons described in Paragraph III.D(7)(c) in its entirety who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity; either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

c. Persons Covered

The conflict of interest provisions of Paragraph III.D(7)(b) herein, apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Sub-recipient, or of any designated public agencies, or Sub-recipient that is receiving funds under this part.

The Sub-recipient and Owner shall provide to the Grantee a current list of Board of Director members with names, addresses, telephone numbers and positions and of staff who will work on this Agreement. The Sub-recipient and Owner shall also provide signed COI statements dated no earlier than 180 days prior to the effective date of this Agreement for Board members and appropriate staff so identified.

REST OF PAGE LEFT INTENTIONALLY BLANK

Mesilla Valley Community of Hope

ATTEST:

By: _____ **Date** _____

By: _____ **Date** _____

ABODE, Inc.

ATTEST:

By: _____ **Date** _____

By: _____ **Date** _____

Attachment "C-1" Part 1

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 as stated in Exhibit A. If it is later determined that the Sub-recipient and Owner 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 and owner will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

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

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

Name of Sub-recipient: _____

Program Name: _____

Date: _____

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

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

1843 and 1845 Sexton St., Las Cruces, NM 88001

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

Mesilla Valley Community of Hope and ABODE, Inc.

ATTEST:

By: _____ **Date** _____

By: _____ **Date** _____

Attachment "C-1," Part 3

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Sub-recipient: _____

Program Name: _____

Date: _____

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

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

999 West Amador, Las Cruces, NM 88005

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

Mesilla Valley Community of Hope and ABODE, Inc.

ATTEST:

By: _____ **Date** _____

By: _____ **Date** _____

Attachment "D"

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

In carrying out this Agreement, the Sub-recipient and its contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment because of race, age, religion, color, national origin, ancestry, sex, sexual preference, 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.

Mesilla Valley Community of Hope and ABODE, Inc.

ATTEST:

By: _____ **Date** _____

By: _____ **Date** _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, subject to Section II.D, Attachment A, 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 and Owner 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 for each such failure.

Mesilla Valley Community of Hope and ABODE, Inc.

ATTEST:

By: _____

_____ **Date**

By: _____

_____ **Date**

REQUIRED CITY AND FEDERAL CLAUSES AND CERTIFICATIONS

VENDOR COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

Any potential contractor shall agree to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If contractor fails to comply with the Workers' Compensation Act and Applicable rules when required to do so, the contract may be canceled effective immediately.

VENDOR COMPLIANCE WITH ADA REQUIREMENTS

Any potential contractor shall insure all proposed products, services or activities contained as a part of the proposal comply with the requirements of the Americans with Disabilities Act and ADAAG requirements; ANSI Accessibility Guidelines and NMBC Accessibility Requirements (when applicable) to ensure accessibility to persons with disabilities.

BREACHES AND DISPUTE RESOLUTION

Applicability to Contracts

Any contract in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes

Disputes arising in the performance of any contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City, contractor shall continue performance as stated herein while matters in dispute are being resolved.

Claims for Damages

Should any party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies

The duties and obligations imposed by these documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Mesilla Valley Community of Hope and ABODE, Inc.

Signature: _____ Date: _____

Company Name: _____

Title: _____

Signature: _____ Date: _____

Company Name: _____

Title: _____

CONFLICTS OF INTEREST

Based in part on federal regulations (24CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Sub-recipient and Owner shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Sub-recipient or Owners officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Proposers, or parties to sub-agreements. Sub-recipient and Owner may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Sub-recipient and Owner's officers, employees, or agents or by Proposers or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Sub-recipient nor Owner shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Su-recipient and Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Sub-recipient or Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Syb-recipient aand Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Sub-recipient and Owner, either, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

Signature: _____

Company Name: _____

Title: _____

Date: _____

Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms

- (1) The Sub-recipient and owner shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Mesilla Valley Community of Hope

Signature _____

Title _____

Date _____

Abode, inc.

Signature _____

Title _____

Date _____

CERTIFICATION OF ENERGY CONSERVATION, AIR QUALITY, AND CLEAN WATER COMPLIANCE

Company/Organization Name:

The third party Contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named Contractor will:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Act, as amended, 33 U.S.C., 1251 et seq.
3. Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. Report any violation of these requirements by a sub recipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to HUD and the appropriate United States EPA Regional Office.
5. Agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by HUD.

Mesilla Valley Community of Hope

Signature _____

Date _____

Title _____

ABODE, Inc.

Signature _____

Date _____

Title _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

I, _____, hereby certify on behalf of _____, 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 Federal 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 Federal 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- "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 sub-grants, loans, and cooperative agreement) which exceed \$100,000, and that all such sub-recipients 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.C.

As required by 49 CFR Part 20, "New Restrictions on Lobbying," I will disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on my behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mesilla Valley Community of Hope

Executed this _____ day of _____, of 20____.

 (Signature of Authorized Official) (Title of Authorized Official)

Abode, Inc.

Executed this _____ day of _____, of 20____.

 (Signature of Authorized Official) (Title of Authorized Official)

RETENTION AND INSPECTION OF RECORDS

The City, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Proposer's directly pertinent books, documents, papers or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Sub-recipient and Owner agree to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above, "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

The periods of access and examination in paragraphs (a) and (b) above for records relating to appeals, litigation or settlement of claims arising from the performance of the contract to which the HA (the City), HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

ACCESS TO RECORDS

The Contractor agrees to provide the Sub-recipient or Owner, the HUD Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable HUD regulations, policies, procedures and directives, including without limitation those listed directly or by reference by the Master Agreement between the City and HUD, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to so comply shall constitute a material breach of this contract.

COPYRIGHTS AND RIGHTS IN DATA

The City shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, designs and documents discovered or produced by Sub-recipient, Owner or contractors, as appropriate, pursuant to the terms of the contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the Contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The City of Las Cruces and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Las Cruces, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The Contractor acknowledges and agrees that:

- (1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. Accordingly, by executing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.
- (2) If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. § 5307, the Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate

Mesilla Valley Community of Hope

Signature _____
 Title _____
 Date _____

Abode, inc.

Signature _____
 Title _____
 Date _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS FOLLOWING PAGE, WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mesilla Valley Community of Hope

Signature _____

Title _____

Date _____

Abode, inc.

Signature _____

Title _____

Date _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Transportation (DOT) may pursue available remedies, including suspension and/or debarment.
3. The recipient of Federal assistance funds agrees, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HUD.
4. The recipient of Federal assistance funds further agrees by it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion " in all solicitations for lower tier covered transactions.
5. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 3 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the Federal Government, the DOT may pursue available remedies, including suspension and/or debarment.

PRIVACY ACT

The Proposer agrees to comply with all applicable terms in the Privacy Act of 1974; will notify the government when the Proposer anticipates operating a system of records on behalf of the government in order to implement the bid if such system contains information about individuals retrievable by the individual's name or other identifier; and will include in any subcontract the Privacy Act notifications above.

TERMINATION

Flow Down

The termination requirements of contracts partially or wholly funded by Federal funds flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning. The Proposer, by signing this form, acknowledges that these contract termination provisions will apply to this procurement.

- a. **Termination for Convenience (General Provision)** The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.
- b. **Opportunity to Cure (General Provision)** The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

Mesilla Valley Community of Hope

Signature _____

Title _____

Date _____

Abode, inc.

Signature _____

Title _____

Date _____

STATE AND LOCAL LAW DISCLAIMER

Flow Down

The Disclaimer has unlimited flow down.

State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law.

Mesilla Valley Community of Hope

Signature _____

Title _____

Date _____

Abode, inc.

Signature _____

Title _____

Date _____

CIVIL RIGHTS REQUIREMENTS**29 U.S.C. § 623, 42 U.S.C. § 2000****42 U.S.C. § 6102, 42 U.S.C. § 12112****42 U.S.C. § 12132, 49 U.S.C. § 5332****29 CFR Part 1630, 41 CFR Parts 60 et seq.****Flow Down**

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements of HUD.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

(c) **Disabilities** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,"

29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by HUD, modified only if necessary to identify the affected parties.

Mesilla Valley Community of Hope

Signature _____

Title _____

Date _____

Abode, inc.

Signature _____

Title _____

Date _____

AGE DISCRIMINATION ACT

The Contractor shall comply with all the requirements of the Age Discrimination Act of 1975 42 U.S.C. 6101 et seq. Or with respect to otherwise qualified handicapped persons as provided in section 504 of The Rehabilitation Act of 1973 29 U.S. C. 794.

Mesilla Valley Community of Hope

Signature _____

Title _____

Date _____

Abode, inc.

Signature _____

Title _____

Date _____

ATTACHMENT "B"

RESOLUTION NO. 08-267

A RESOLUTION APPROVING THE 2008 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 2008 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 2008/09.

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 2008 Action Plan, the City will receive entitlement and program income for both the CDBG and HOME Programs from HUD in the amount of \$1,634,537.00 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 2008 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 2008 Action Plan to the U.S. Department of Housing and Urban Development on the City's behalf.

(III)

THAT the 2008 Action Plan is hereby authorized to be incorporated into the City's FY 2008/09 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 5th day of May, 2008.

APPROVED:



Mayor Ken Miyagishima

ATTEST:

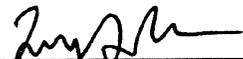


City Clerk
(SEAL)

Moved by: Archuleta

Seconded by: Connor

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
 Listing of Proposed Projects
 City of Las Cruces, NM

Participating Jurisdiction:

Project ID/Local ID:	2008-02	HUD Matrix Code:	01	Help the Homeless?	Y
Project Title:	Property Acquisition for Housing	Title:	Acquisition of Real Property	Help those with HIV/AIDS?	N
Project Priority:	High	Eligibility Citation:	570.201 (a)		
Project Objective:	To purchase an existing, vacant Section 202 project to provide transitional housing for the homeless.	Accomplishments:	Housing Units (Code 10)		
Project Description:	To acquire/finance part of an existing Section 202 project for Mesilla Valley Community of Hope to provide Transitional Housing to the homeless of Las Cruces. The project will reduce the principal amount owed to HUD for the existing project. By implementing this project, a currently vacant transitional housing complex will be put back to viable use.	Acc. Enumerated	15 Units		
Start Date:	1-Jul-08	Performance Measurements:			
Sub-recipient:	City of Las Cruces Location/Address:	Proposed Objective:	1 Create Suitable Living Environments		
Consolidated Plan:	2006-2010	Proposed Outcome:	1 Availability/Accessibility		
PY:		Benefit Determination (CDBG)			
2006	Project #	CDBG	HOME	AMENDMENT	TOTAL
2007	---	\$0.00	\$0.00	\$0.00	\$0.00
2008	02	\$65,478.00	\$0.00	\$0.00	\$65,478.00
2009		\$0.00	\$0.00	\$0.00	\$0.00
2010		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$65,478.00	\$0.00	\$0.00	\$65,478.00

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