



City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 4Ordinance/Resolution# 15-16-041For Meeting of _____
(Ordinance First Reading Date)For Meeting of October 19, 2015
(Adoption Date)

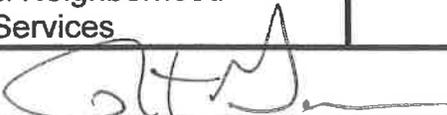
Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AWARDING A CONTRACT FOR THE DEVELOPMENT OF THE 2016-2020 CONSOLIDATED PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, 2016 ANNUAL ACTION PLAN AND AFFORDABLE HOUSING PLAN FOR THE CITY OF LAS CRUCES, NM TO COMMUNITY STRATEGIES INSTITUTE OF EDGEWATER, COLORADO FOR THE CONTRACT AMOUNT OF \$114,670 PLUS \$9,531.94 FOR NEW MEXICO GROSS RECEIPTS FOR A TOTAL PROJECT AUTHORIZATION OF \$124,201.94.

PURPOSE(S) OF ACTION:

Award contract.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Vera Zamora	<u>Department/Section:</u> Community Development / Planning & Neighborhood Services	<u>Phone:</u> 528-3194
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Beginning in fiscal year 1995, the U.S. Department of Housing and Urban Development (HUD) required local communities and states to prepare a Consolidated Plan in order to receive federal housing and community development funding. The City of Las Cruces (City), Community Development Department, Planning and Neighborhood Services Section, oversees the Consolidated Plan process for the City. The City is a HUD designated entitlement community for the Community Development Block Grant (CDBG) Program and a designated participating jurisdiction (PJ) for the HOME Investment Partnerships (HOME) Program. As a continuing recipient of both the CDBG and HOME funds, the City must complete a Consolidated Plan and a corresponding Analysis of Impediments to Fair Housing Choice (AI) every 3 to 5 years. The Consolidated Plan requires;

- a detailed housing market analysis
- a community development needs assessment as it relates to the use of CDBG funds
- a special needs assessment

- a homeless populations needs assessment
- a strategic plan for the City's use of both CDBG and HOME funds

The AI requires;

- an analysis of city residents' knowledge of fair housing laws (federal, state, and local laws)
- methods and actions the City may take to remove any barriers to fair housing or to improve fair housing choice within the City's capabilities.

The first year Action Plan provides a concise summary of the actions, activities, and resources that will be used to address the priority needs and goals identified in the Consolidated Plan. The Affordable Housing Plan (AHP) is a tool required by Mortgage Finance Authority to identify the communities' affordable housing needs, goals, and quantifiable objectives for increased affordable housing types. The AHP will allow the City to fully implement the City's Affordable Housing Land Bank and Trust Fund.

The current Consolidated Plan and AI is for the time period between 2011-2015 (through to the end of the City's Fiscal Year 2016 or June 30, 2016) and staff is proposing that a new five-year plan be developed for the period of 2016-2020 (which would end on June 30, 2021).

The City solicited request for proposals (RFP #15-16-041) from qualified firms for the development of the City's 2016-2020 Consolidated Plan, AI and Affordable Housing Plan starting on August 10, 2015 and closing on August 27, 2015. Four firms submitted compliant proposals by the deadline. The four firms were evaluated by the Selection Advisory Committee (SAC). The SAC recommended and Community Development Department staff have negotiated with Community Strategies Institute of Edgewater, Colorado for this project. The final project amount is \$114,670.00 with allowances for NM Gross Receipts Tax in the amount of \$9,531.94 for a total project cost of \$124,201.94. Due to budget constraints no contingency is proposed for the project.

Due to the use of federal funds, no local preference was allowed for this project's procurement. Additionally, the federal funds require that any change order must be approved through a detailed cost analysis and negotiation; therefore, the City Manager's authorization to allow for change orders on this project is subject to the applicable federal procurement requirements.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Purchasing Managers Request to Contract.
3. Attachment "A", Draft contract between the City and Community Strategies Institute – draft for information only, final terms, conditions, and format subject to change.

SOURCE OF FUNDING:

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

BUDGET NARRATIVE

Funding approved with the City's FY 2015-2016 budget.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Purchased Services General	1000-10184030-722190	\$123,201.94	\$327,412.08	\$204,210.14	Future general fund projects
Community Development Fund	2000-20184420-722190-10115	\$1,000.00	\$23,655.35	\$22,655.35	Future CDBG Administration

OPTIONS / ALTERNATIVES:

- Vote "Yes"; this will approve the Resolution thereby awarding the contract to Community Strategies Institute of Edgewater, Colorado for the development of the City's 2016-2020 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, 2016 Annual Action Plan and Affordable Housing Plan.
- Vote "No"; this will not approve the Resolution thereby not awarding the contract. Without the development of the next Consolidated Plan and due to limited staff capacity to undertake the effort in house, the City could jeopardize the receipt and use of future CDBG and HOME funds.
- Vote to "Amend"; this action would modify the Resolution and provide further direction to staff.

4. Vote to "Table"; this could delay the overall project and could jeopardize the use of available funds committed to the completion of the Consolidated Plan and AI.

REFERENCE INFORMATION:

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

1. N/A

RESOLUTION NO. 15-16-041

A RESOLUTION AWARDED A CONTRACT FOR THE DEVELOPMENT OF THE 2016-2020 CONSOLIDATED PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, 2016 ANNUAL ACTION PLAN AND AFFORDABLE HOUSING PLAN FOR THE CITY OF LAS CRUCES, NM TO COMMUNITY STRATEGIES INSTITUTE, EDGEWATER, COLORADO FOR THE CONTRACT AMOUNT OF \$114,670 PLUS \$9,531.94 FOR NEW MEXICO GROSS RECEIPTS FOR A TOTAL PROJECT AUTHORIZATION OF \$124,201.94.

The City Council is hereby informed that:

WHEREAS, the City of Las Cruces (City) is an entitlement community for the Community Development Block Grant (CDBG) Program and a participating jurisdiction for the HOME Investment Partnerships Program (HOME) from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the continued implementation of both CDBG and HOME by the City requires the development, adoption, and implementation of a Consolidated Plan and Analysis of Impediments (AI) for Fair Housing Choice every three to five years per HUD's regulations; and

WHEREAS, the City's last Consolidated Plan and AI was for the 2011-2015 program years which ends on June 30, 2016 (end of City FY2016); and

WHEREAS, the Consolidated Plan consists of a detailed housing market analysis, a community development needs assessment, a homeless and special needs assessment, and a strategic plan on how the City plans to use the allocation of HUD funds for both CDBG and HOME; and

WHEREAS, the AI is a tool that outlines the general public's understanding of fair housing laws (federal, state, and local), and any actions that the City may take to improve residents' opportunity for improved fair housing choice; and

WHEREAS, the City is subject to the New Mexico Affordable Housing Act (the

Act) which identifies specific requirements to ensure governmental entities donate resources to qualifying grantees and to ensure long-term affordability; and

WHEREAS, Section 4.2 of the Affordable Housing Act Rules requires a valid affordable housing plan with a community and housing profile, housing needs assessment, a land use and policy review and a strategic plan with goals policies and quantifiable objectives; and

WHEREAS, the Mortgage Finance Authority, the entity charged by the State of New Mexico with ensuring compliance with the Act, has determined that the City's affordable housing strategies is deficient of needed components; and

WHEREAS, four (4) firms submitted compliant proposals within the prescribed deadline, and the Selection Advisory Committee (SAC) evaluated all four proposals for developing the City's 2016 – 2020 Consolidated Plan, AI, 2016 Annual Action Plan and Affordable Housing Plan; and

WHEREAS, the SAC has recommended and City staff have negotiated with the highest ranking firm to undertake this effort.

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

(I)

THAT the contract between the City and Community Strategies Institute of Edgewater, Colorado for the development of the City's 2016-2020 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, 2016 Annual Action Plan and Affordable Housing Plan in the amount of \$124,201.94 (total project authorization) is hereby approved.

(II)

THAT the total project authorization of \$124,201.94 includes an allowance of \$9,531.94 for New Mexico Gross Receipts Tax.

(III)

THAT the Purchasing Manager is authorized to contract with Community Strategies Institute of Edgewater, Colorado as outlined within the Purchasing Manager's Request to Contract, as shown in Exhibit "A," attached hereto and made part of this Resolution.

(IV)

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

DONE AND APPROVED this _____ day of _____ 20__.

APPROVED:

Mayor

ATTEST:

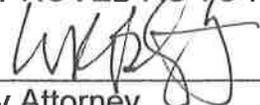
City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Levatino: _____

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: **October 19, 2015**

Resolution No.: **15-16-041**

Contract Purchase For Consolidated Plan and Affordable Housing Plan

The Las Cruces City Council is provided the following information concerning this request:

RFP SOLICITATION INFORMATION:

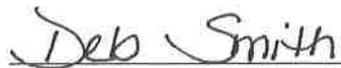
- 1. RFP No./ Due Date: **RFP No. 15-16-041/ August 27, 2015**
- 2. Description: **Consolidated Plan and Affordable Housing Plan**
- 3. Using Department: **Community Development**
- 4. Number of Responses Solicited: **Sixteen (16)**
- 5. Number of Responses Accepted: **Four (4)**
- 6. Award Recommendation To: **Community Strategies Institute of Edgewater, CO**
- 7. Total Award Amount: **\$124,201.94**
- 8. Contract Duration: **Five (5) years subject to annual renewals and approved budgets**

LOCAL PREFERENCE FACTOR

Local Preference Factor Applied Per LCMC §24-100	No	<input checked="" type="checkbox"/>	LCMC §24-100 not applicable to this solicitation	
	Yes			Made A Difference To Awards(s)
				Made No Difference To Bid Award(s)

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-92**.

 10-8-15
 Purchasing Manager Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION or PURCHASE ORDER NUMBER:	TBD
---------------------------------------	-----



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ___ day of _____, 2015 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Community Strategies Institute, of 1345 Madison, Denver Co, 80206 hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

The CONTRACTOR shall prepare the City of Las Cruces 2016-2020 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Citizen Participation Plan, and Annual Action Plan for submission and approval to the U.S. Department of Housing and Urban Development by May 15, 2016. The CONTRACTOR shall also prepare the City of Las Housing Plan for submission and approval to MFA.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.15-16-041, incorporated herein by reference and as set forth in Exhibit A, attached hereto and made a part of this agreement.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$114,670.00, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on _____, 2015 for a term of one year through _____, 2016 and, pending mutual written agreement, may be extended annually thereafter for up to 4 additional one (1)-year terms.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall

provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

a. Professional Liability: \$1,000,000 per claim

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates,

summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
PO Box 20000
Las Cruces, NM 88004
ATTENTION: Vera Zamora, Housing & Neighborhood Services Manager.

With Copies to: City Attorney
Purchasing Manager

TO CONTRACTOR: Community Strategies Institute
1345 Madison
Denver, CO 80206
ATTENTION: Tom Hart, Director

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

COMMUNITY STRATEGIES INSTITUTE

CITY OF LAS CRUCES

BY: _____
Tom Hart
Director

BY: _____
Deb Smith
Purchasing Manager

Date

Date

APPROVED AS TO FORM

City Attorney

EXHIBIT A

SERVICES

Community Strategies Institute will provide services as described in the Technical Proposal (ATTACHED) submitted in response to RFP #15-16-041.

Cost to be covered include:

TASKS	COST
Needs Assessment	\$12,430
Market Analysis	\$8,475
Housing Profile	\$10,860
Strategic Plan	\$9,620
Citizen Participation Plan	\$1,900
2016 Year One Action Plan	\$8,420
Analysis of Impediments to Fair housing Choice	\$22,630
Affordable Housing Plan (Land Use Review and Goals and Objective)* CSI note: this cost also includes all demographic and market data and analysis not required in the Consolidated Plan but required for the NM Plan	\$27,995
Miscellaneous Items *CS1 note: includes printing, travel, translation, misc. other	\$9,520
Other Considerations (RFQ -9-30-2015)	\$2,820
GRAND TOTAL	\$114,670

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Other Considerations (RFQ -9-30-2015)	\$2,820
GRAND TOTAL	\$114,670



P.O. Box 140387, Edgewater, CO 80214

www.csicolorado.org

303-668-2534

community**strategiesinstitute**

**City of Las Cruces
Consolidated Plan
Analysis of Impediments to Fair Housing Choice
Citizen Participation Plan
New Mexico Affordable Housing Plan
RFP #15-16-041**

Technical Proposal

Prepared For:
City of Las Cruces
Purchasing Department/Bid Clerk
700 N. Main Street, Room 3134
Las Cruces, NM 88001

Submitted By:
Community Strategies Institute
P.O. Box 140387
Edgewater, CO 80214
303-902-9028

Date: August 25, 2015



RFP COMPLIANCE DECLARATION

RFP TITLE: Consolidated Plan & Affordable Housing Plan

RFP NO.: 15-16-041

DUE DATE/TIME: August 27, 2015 - 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 _____ is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address: Community Strategies Institute

P.O. Box 140387, Edgewater, CO 80214

Tom Hart

Director

Authorized Signature

Typed or Printed Name

Title

Telephone number (303) 902-9028 Fax number 720-420-9908

NM Tax & Revenue Dept. CRS # 13-067275009

Current NM Public Regulatory Commission Registration # NA (corporations only)

Current CLC Business Registration # NA (respondents located in Las Cruces only)

Federal I.D. number 20-4615507 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ____ Yes __NA_X__ No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

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P.O. Box 140387, Edgewater, CO 80214

www.csicolorado.org

303-668-2534

August 21, 2015

City of Las Cruces
Purchasing Department/Bid Clerk
700 N. Main Street, Room 3134
Las Cruces, NM 88001

To Whom it May Concern,

The Community Strategies Institute (CSI) is pleased to submit this proposal to prepare a Five Year Consolidated Plan, Annual Action Plan, Analysis of Impediments to Fair Housing Choice, Fair Housing Action Plan, Citizen Participation Plan, and New Mexico Affordable Housing Plan for the City of Las Cruces.

CSI Directors and Associates have been working with local governments throughout the West to improve their housing programs since 2003. As former Managers of government housing agencies, we have a wealth of knowledge related to housing market analysis, assessing housing needs, and developing recommendations to local governments for meeting identified housing needs. We work efficiently and in a timely manner with all clients.

We have worked with local governments, preparing data in numerous Consolidated Plans, Annual Action Plans, Analysis of Impediments to Fair Housing Choice, and Citizen Participation Plans across Colorado, Wyoming, Utah, New Mexico and Montana. Our HUD required planning documents have always been accepted by HUD. We use the new eCon Planning Suite and online IDIS Consolidated Plan submittal system. We have also completed multiple New Mexico Affordable Housing Plans using the MFA guidelines. CSI recently completed the Consolidated Plan, Annual Action Plan, Analysis of Impediments and NM Housing Plan for Bernalillo County.

CSI has reviewed the Scope of Work and developed an approach that meets the requirements and intent of the RFP and Las Cruces' expectations for the final products. CSI works hard to satisfy our customers by setting out a detailed work plan with local staff at project initiation, providing frequent updates on progress, allowing local staff to review and comment on draft documents, and presenting materials to local leaders, industry members, and residents in a way that educates and engages the public. We have learned from past projects how best to engage our clients while not overwhelming them during a project. We utilize best practices for involving residents and the community in the development of HUD plans, and design studies that not only meet checklists and criteria, but that help local staff create their own strategic plans, goals, and objectives.

CSI is composed of two Directors and two Associates. Tom Hart and Jennie Rodgers, the CSI Directors, lead each CSI project. For purposes of the City of Las Cruces proposal, you may contact Tom Hart at (303) 902-9028, tomhart875@mho.com. Our firm address is P.O. Box 140387, Edgewater, CO 80214, and our web address is csicolorado.org.

Please do not hesitate to contact me with any questions about this proposal.

Sincerely,

Tom Hart, Director, Authorized Signatory

Evaluation Criteria 1: Description of Technical Approach

CSI specializes in providing detailed analysis of housing needs and strategies to communicate those needs to local and state governments. Our team has written numerous Consolidated Plans, as well as Analysis of Impediments to Fair Housing Choice for local governments in Colorado and the West at the state and local level. Our work is recognized as being thorough and detailed, with recommendations that go beyond those of other firms, which may not have the depth of expertise and background in HUD program management. We have successfully prepared MFA Affordable Housing Plans, and recently completed a plan using the latest MFA guidelines. CSI Directors are national leaders in training communities on use of the new eCon Planning Suite Consolidated Planning tools, and will develop a plan that uses the new tools in conjunction with local and other state and national data, and prepare the final Consolidated Plan and Annual Action Plan within the IDIS system for final submittal to HUD.

The Analysis of Impediments to Fair Housing Choice study will include all necessary and required data, analysis and community engagement outlined in the Fair Housing Planning Guide Volume 1, and include elements of the newest Fair Housing draft guidance. CSI's approach includes interviews with key organizations and agencies, data review, and public forums that meet all HUD guidelines. Our Analysis of Impediment reports have always been accepted by HUD. The report will identify impediments to Fair Housing in Las Cruces and provide a Fair Housing Action Plan. Our final report will ensure that Las Cruces can take appropriate actions to overcome the effects of any impediments identified through the analysis.

The Consolidated Plan and the Analysis of Impediments will be written in a manner that will bring consistency to the three documents. Each document will be formulated to encompass the various requirements for both the MFA and the HUD review. There are similarities between sections of the Consolidated Plan and the Affordable Housing Plan. Whenever it makes sense to utilize overlapping data sets to complete required elements and sections of the two plans the work done for the Consolidated Plan will be used to form the framework of the Affordable Housing Plan. There are also overlapping requirements for the Consolidated Plan and the Analysis of Impediments. The data and analysis presented in the two HUD required documents will be consistent and where appropriate, data from the same sources will be incorporated into the three reports.

Kick Off Meeting

To begin the plan preparation process, CSI will hold a telephonic kick off meeting to better understand the intent and desired outcomes of the project. This will help CSI staff to establish a more informed work plan, and become acquainted with those local government staff that will be working on CDBG and HOME activities and planning. CSI will use the IDIS template and HUD guidebook for preparing the HUD plans and latest published MFA Plan Technical Manual to prepare the NM plan. CSI will also gather information about community agencies, City and regional resources, existing documents and research, and contacts at this Kick Off Meeting. Our proposal assumes that CSI will undertake all research (using provided resources as much as possible), public meeting facilitation, and report writing.

CSI will hold meetings and interviews as part of our data gathering and analysis efforts and will travel to Las Cruces for three days to conduct key informant interviews for all three documents. One-on-one and group interviews will be conducted with local government officials, housing developers and rental managers, citizens groups, service providers, major employers, educators, and other relevant community entities. CSI prefers to hold interviews at the local government offices, over a one or two day period, to maximize efficiency.

Consolidated Plan

Consultation

CSI will consult with the:

- Balance of State Continuum of Care and the Mesilla Valley Community of Hope (MVCH),
- Public and private agencies that address the housing, health, social services, employment, or education needs of low-income individuals and families, of homeless individuals and families, of youth, and/or of other persons with special needs, and
- Publically funded institutions such as health-care facilities, mental health facilities, foster care and other youth facilities, and seniors and corrections programs and institutions when developing the Consolidated Plan Homeless Strategy and Lead Based Paint Hazards sections.
- CSI will also consult with adjacent units of local government, especially Dona Ana County, including metro-wide planning organizations, to understand problems and solutions for regional issues.
- CSI will consult with local housing authorities regarding public housing needs, planned programs, and activities

The consultation process and the Citizen Participation requirements are closely related in the Consolidated Plan preparation. CSI has designed and facilitated a number of meetings which were designed with the purpose of providing government officials, stakeholders, housing developers and members of the public the opportunity to become informed about local housing needs and how those needs might be addressed.

CSI will coordinate with City of Las Cruces staff to hold one Consolidated Plan, Annual Action Plan and NM Affordable Housing Plan public hearing to gather input into needs in the community and present data findings related to housing and community development needs. Tentative strategies for the Strategic Plan will also be presented at this meeting. Participants will be asked to provide input on community needs, priorities and actions for the draft plan. The public will also be asked to provide comment and reaction to past performance for the programs and actions contained in the previous action plan. One public hearing will be held to gather input into needs and barriers for the draft Analysis of Impediments to Fair Housing during this same trip with affordable housing residents and community residents, the elderly, persons with disabilities, and other protected classes to seek their input related to impediments to Fair Housing. CSI will market this forum to local agencies serving these populations, and will include all input from the forums in the final AI report.

CSI asks that Las Cruces City staff help determine the locations for the meetings with space for up to 50 people that is accessible. Once all HUD planning documents are in a final form, a third meeting will be held to review the Consolidated Plan, the AI and the NM Affordable Housing Plans and findings.

Citizen Participation

CSI will develop an online survey that will be distributed through city staff contacts, local housing and service organizations, and which will be available on the county website. This survey will focus on providing agency personnel and the public an easily accessible tool for offering comment on needs and possible strategic plan priorities. The web address of the survey instrument will be widely promoted through public circulation media such as newspapers and websites. The survey will be available on line in English and Spanish. Paper copies of the survey instrument will be available for reproduction to citizens who are not computer literate or who do not have access to the Internet. Paper copies will be available at the public meetings as well.

E-mails will be distributed to various advisory groups, lenders, City of Las Cruces contacts, housing and

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homeless providers, the Board of Realtors, senior and special needs organizations, and other community organizations serving special needs populations including the chronically mentally ill and developmentally disabled. Results of the survey will be used to identify highest priority needs and actions for the Consolidated Plan. Residents who will be encouraged to respond to the survey will include low and moderate income residents where CDBG, HOME and other HUD funds may be spent, minorities and non-English speaking persons, persons with disabilities, residents of public and assisted housing developments, recipients of tenant based rental assistance, local businesses, philanthropic organizations, community and faith based organizations, and residents of targeted revitalization areas.

CSI will work with City staff to utilize electronic information channels as the primary communication channel for review of the draft Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing Choice. Most written information can be effectively posted on websites. Because not all citizens have access to the sophisticated computers necessary to download large documents, some paper copies of the draft plans should be made available for reproduction and circulation as needed and for use at public hearings. Once final versions of the Consolidated Plan Documents are approved, they will be submitted to HUD via IDIS. Paper originals will also be made available of the finalized documents to be distributed to stakeholders without electronic means. Citizens will be provided the mandatory 30 days to review the draft plans before final publication. One CSI Director will travel to Las Cruces to present the final plans to the City Council or other identified parties. CSI will summarize citizen comments, and include these comments in the final Consolidated Plan and Analysis of Impediments to Fair Housing Choice. CSI plans to exceed the desired participation level of 50 -100 individual participants to the process through our strategy of having key informant interviews, conducting a community survey, and holding public meetings.

Citizen Participation Plan

CSI will develop the City of Las Cruces Citizen Participation Plan that will describe the process that will be used to gather input during the Consolidated Planning process. This plan will meet all HUD Citizen Participation Plan requirements. CSI will prepare the Citizen Participation Plan first, before drafting the Consolidated Plan, Annual Action Plan, or Analysis of Impediments to Fair Housing Choice. The draft Citizen Participation Plan will be posted for a 30 day public comment period, finalized, and submitted to HUD by CSI.

Consolidated Plan within the IDIS Template

CSI will follow the requirements outlined in 24 CFR Part 91 and subsequent guidance offered in other HUD IDIS Consolidated Planning tools. CSI will use the Desk Guide for Using IDIS to Prepare the Consolidated Plan, published in 2015 to create a data analysis that will include pre-loaded into IDIS demographic, as well as housing and economic data specific to the City of Las Cruces.

HUD encourages grantees to use the data provided within the template, unless the local government can show that the data is flawed. With this in mind, CSI will download all pre-loaded data at the beginning of the project and analyze it to ensure that HUD provided data appears accurate. CSI will provide supplemental data and narrative by manually in-putting it into the various IDIS template plan sections. CSI will meet all IDIS requirements, and provide supplemental data to complete each section of the plan in IDIS.

Housing Needs Assessment (Con Plan Template Screens NA-10-NA-30)

CSI will complete the Needs/Housing Table within the template, and prepare the required narrative. We will discuss specific housing problems, including: cost-burden, severe cost-burden, substandard housing, and overcrowding (especially large families) and substandard conditions being experienced by extremely low-income, low-income, moderate-income, and middle-income renters and owners. We will identify any racial or

ethnic group that has a disproportionately greater need (Screens NA 15-NA30) for housing than the population as a whole. We will define the terms “standard condition” and “substandard condition but suitable for rehabilitation, and analyze lead based paint hazards within the Las Cruces housing stock.

We will use information from the City of Las Cruces Housing Needs Analysis and Strategic Plan, 2010 Census, 2013/2014 American Community Survey, CDP Maps data, HUD CHAS data tables, IDIS Online, local MLS data, Claritas Data, Ribbon Demographics data, Viva Dona Ana Las Cruces Reports and Studies, University of New Mexico BBER population projections, and data from local homeless initiatives, New Mexico Department of Workforce Solutions, Labor Analysis, Statistics and Economic Research (LASER), and the Bureau of Economic Analysis (BEA), and other data sources to prepare the following.

Supplemental Housing Inventory Data and Analysis

- **Homeownership.** Using the above mentioned data sources, current MLS listing and past sales, CSI will provide data on units sold and for sale by type, size, and price range. Median and mean sales price trends will also be presented.
- **Rental Housing.** Using local data, eCon Planning Suite, and census data, CSI will provide data on current rent levels, trends in rent levels and current vacancy rates and trends in vacancy rates.

Public and Assisted Housing (Consolidated Plan Template NA-35)

In cooperation with the Masilla Valley Housing Authority, CSI will describe the needs of public housing units. CSI will also describe the number and targeting (income level and type of household served) of units currently assisted by local, state, or federally funded programs in the City and provide an assessment of whether any units are expected to be lost from the assisted housing inventory for any reason, (i.e. expiration of Section 8 contracts). Characteristics of current public housing residents by public housing program type from the Public and Indian Housing Information System will be presented.

CSI will analyze the 504 needs of public housing tenants, and identify the number and types of families on the waiting list for public housing and Section 8 tenant based rental assistance program. CSI will compare their housing needs to the housing needs of the population at large.

Supplemental Housing Gaps and Estimated Housing Need Data and Analysis

Supply Demand Analysis. Information from the Las Cruces Housing Needs Analysis, as well as supplemental CSI gaps analysis, will be added to provide further insights into the supply and demand for affordable housing.

Homeless Needs (Consolidated Plan Template NA-40)

CSI will complete a Homeless Needs Table using the new IDIS format. At the present time, IDIS Online does not include homeless data because of inconsistent reporting areas between the boundaries of the local Continuum reporting of Point in Time and service data in the HMIS and the CDBG/HOME Jurisdictions. CSI will collect and use this information for Las Cruces as a base for the homeless needs assessment section.

This summary will identify the characteristics and needs of low-income individuals and families with children, who are currently housed but threatened with homelessness. CSI will use information from the Point-in-Time study, and information gathered from local homeless agencies to create this summary.

Non-homeless Special Needs (Consolidated Plan Template NA-45)

We will estimate, to the extent practicable, the number of persons in various subpopulations that are not homeless but may require housing or supportive services, including the elderly, frail elderly, persons with

Response to RFP 15-16-041 Consolidated Plan & Affordable Housing Plan disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other drug addiction, victims of domestic violence, and public housing residents. CSI will provide narrative summaries of the characteristics of these populations, their housing and supportive service needs of these special needs populations that can be entered into Table NA-45.

Non-Housing Community Development Needs (NA-50)

CSI will describe the need for public facilities, public improvements, and public services, including facilities and services for seniors, persons with disabilities, youth, transportation services, employment training, housing counseling, mental health services, childcare services, and others. We will discuss historic preservation needs within Las Cruces and planning needs.

Housing Market Analysis (Consolidated Plan Template MA-05-MA-50)

The Consolidated Plan Market Analysis is meant to provide the basis for the Strategic Plan portion of the Consolidated Plan. CSI will complete the Housing Market Analysis section of our report in accordance with all requirements included in MA-05-MA50 screens as prescribed in the Consolidated Plan Template.

CSI will describe the significant characteristics of the housing market in terms of supply, demand, condition, and the cost of housing; the housing stock available to serve persons with disabilities; and to serve persons with HIV/AIDS and their families. We will provide estimates of the number housing units by tenure, type and location, the price range of housing available, the number and location of subsidized units, an analysis of planned developments and how they will impact supply, and an evaluation of the age and condition of existing housing by selected neighborhoods. CSI will also provide an estimate; to the extent information is available, of the number of vacant or abandoned buildings and whether units in these buildings are suitable for rehabilitation.

General Characteristics of the Housing Market and Housing Conditions (MA-05 through MA-20)

CSI will coordinate with City of Las Cruces staff to utilize existing mapping resources developed for the Housing Needs Analysis to provide graphic representation of housing market conditions in the City. Additionally, CSI will utilize its own GIS capabilities to create specialized maps to illustrate various market conditions if needed. When possible, CSI will draw on the CPD Maps HUD resources as another way of providing in-depth information on sub-areas of the City that may reflect higher housing needs or problems.

CSI will provide an inventory of the housing units in Las Cruces. That inventory will include tabulations to provide all rental properties by number of units, and unit sizes by tenure and price to determine the number of affordable owner units by income. CSI will also describe the number and targeting (income level and type of household served) of units currently assisted by local, state, or federally funded programs in the City.

Supplemental Data and Analysis:

Housing Problems: Using HUD data, local agency data, and public trustee data, CSI will provide an analysis regarding the conditions of the housing inventory, the need for rehabilitation of the current housing stock, specific community issues, and problems related to evictions and foreclosures in the region.

Public and Assisted Housing (Consolidated Plan Template MA-25)

In cooperation with the Masilla Valley Housing Authority, CSI will describe public housing, including:

- the number of public housing units and vouchers available in the City,
- the physical condition of such units,
- the restoration and revitalization needs of public housing projects within the City,

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- the number of families on public housing and tenant-based waiting lists
- results from the Section 504 needs assessment of public housing projects located within the City
- Strategies by housing authorities to improve the living environment of low and moderate income families living in public housing.

Homeless Facilities and Services (Consolidated Plan Template MA-30)

CSI will prepare an inventory of existing facilities, housing, and services in the City that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth.

Supplemental Homeless Data and Analysis:

CSI will report on homeless facilities in Las Cruces and the Las Cruces by contacting homeless providers to obtain the homeless facility inventory charts for emergency shelter facilities, transitional housing units with supportive services, and permanent supportive housing for homeless individuals who need supportive services to live independently. We will list the complementary supportive services available to homeless families within Las Cruces, and those that are not but are needed.

Special Needs Facilities and Services (Consolidated Plan Template MA-35)

CSI will describe the facilities and services that assist persons who are not homeless but require supportive housing within Las Cruces.

Barriers to Affordable Housing (Consolidated Plan Template MA-40)

CSI will determine if the cost of housing or the incentives to develop, maintain, or improve affordable housing create barriers to Las Cruces residents obtaining affordable housing.

Non-Housing Community Development Assets (MA-45 – MA-50)

- Economic Conditions. CSI will examine local economic conditions, major industries, the labor force, and local economic development resources. We will examine the location, type, growth potential and labor force needs of major industries and employers. We will highlight employment trends that may result in increases or decreases in housing demand.
- Employment. CSI will use HUD provided and other data (see sources on page 3) to report historic, current and projected employment levels, employment and wage trends by industry, and trends in unemployment and employment.

Strategic Plan

CSI will create a Five Year Strategic Plan that meets all HUD Consolidated Plan requirements in IDIS. CSI will:

Identify priority needs and allocation priorities for HUD resources

This section of the Strategic Plan will describe the reasons for assigning the priority given to each category of priority needs (including the Needs Tables in IDIS), and identify any obstacles to meeting underserved needs. In addition, this section will describe the general priorities for allocating investment geographically within the City and among priority needs, and the process that the City will use to distribute funding resources.

- Priority housing needs and activities
- Priority homeless needs
- Priority housing and supportive needs for those with other special needs
- Priority non-housing community development needs

Summarize Priorities and Specific Objectives

The Five Year Strategic Plan section will summarize priorities and specific objectives, and describe how funds that will be made available will be used to address identified needs during the five year planning timeframe. Each specific objective identified by CSI and City staff will have proposed accomplishments and outcomes that will be achieved during specific time periods. CSI will identify specific objectives under general outcome and objective categories such as the availability and accessibility of affordable housing, sustainability of decent housing, a suitable living environment, and economic opportunity. This Five Year Strategic Plan will be entered into the IDIS Tool, and include:

Actions to evaluate and reduce lead-based paint hazards, and how lead-based paint hazards will be reduced through the agencies housing policies and programs.

The strategy to coordinate the Low-Income Housing Tax Credit Program with development of housing using HUD resources. CSI will describe how the City will coordinate LIHTC resources with CDBG and HOME resources, if relevant, identify potential funding sources available to the City for housing related and community development activities, and suggest financial terms for CDBG and HOME projects, based on project type or other related factors.

CSI will also describe the standards and procedures the City will use to **monitor** its housing and community development projects and ensure long-term compliance with program requirements.

Annual Action Plan

After developing the Five Year Strategic Plan, CSI will develop the Annual Action Plan, which will summarize the actions, activities, and programs that will take place during the first year of the Consolidated Plan. CSI will use the Consolidated Plan data, goals and objectives from the Strategic Plan, input from agency interviews, public input, and City goals to create the Action Plan in the IDIS template. This section of the Consolidated Plan will include:

- ***Anticipated Resources:*** CSI will identify the sources and amounts of funding that will be used to meet annual objectives, including CDBG and HOME funds, bonding authority, tax credits, state and other resources. We will describe how HUD matching requirements will be met.
- ***Annual Goals and Objectives:*** Using the Five Year Strategic Plan objectives, CSI will work in collaboration with the City of Las Cruces to create annual objectives for the first program year. Each annual objective will contain proposed accomplishments and outcomes according to the IDIS Goal Outcome Indicators.
- ***Projects:*** The Action Plan will provide a concise summary of the eligible programs or activities that will take place during the program year to address the priority needs and specific objectives identified in the Strategic Plan. These projects will be entered in IDIS.
- ***Geographic Distribution:*** The Action Plan will identify the geographic areas of the City in which the City will direct assistance during the year.
- ***Annual Affordable Housing Goals:*** CSI will work with the City to specify one-year goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing if applicable. Activities could include production of new units, rehabilitation or acquisition of existing units.
- ***Homeless and other Special Needs:*** Annual activities to address the emergency shelter and transitional shelter needs of homeless persons, potentially homeless, and homeless prevention activities will be described in the Annual Plan if relevant. CSI will describe planned actions to address homelessness.

- **Other Actions:** Other actions are also required in the Annual Plan to address objectives regarding these issues in the Strategic Plan. CSI will complete the “Other Actions” section of the Annual Plan in coordination with City staff.

Analysis of Impediments to Fair Housing Choice

Demographic, Income, Employment, and Housing Analysis

HUD emphasizes the use of the data from the Consolidated Plan, local housing needs assessments, as well as data from Fair Housing organizations, local governmental entities, advocacy groups, housing providers, banks, educational institutions and the general public to create an Analysis of Impediments to Fair Housing.

CSI will use data from the Las Cruces Five Year Consolidated Plan, One Year Action Plan, 2010 and 2013 American Community Survey Census data, data provided by the city, and information gathered from the agencies noted above, to create this plan according to the section II.F of the RFP. Concentrations of poverty and ethnic and racial groups, and poverty by RCAP/ECAP, and analysis will be included. The report will include:

- Demographic Analysis
- Income Analysis
- Employment Status and Distress Where Present
- Housing Profile

Evaluation of Fair Housing Legal Status and Fair Housing Environment

CSI will also research Fair Housing Complaints and compliance reviews, Fair Housing discrimination suits filed, research discrimination and illegal practices, other issues and problems, and provide an analysis of findings and trends, as well as instances of discrimination with regard to housing for persons in protected classes.

CSI will conduct an analysis of possible impediments in both the public and private sector, including:

Evaluation of Segregation and Integration of Protected Classes

- Examine data and use HUD methodology to determine areas and patterns of segregation and factors that create or perpetrate segregation of protected classes, and ways to address them.

Access to Opportunity

- Assess how codes, laws and ordinances affect location, availability and accessibility of housing and employment. Review public policies and procedures involving housing, review zoning and land use, tax assessment/abatement and neighborhoods with missing elements for opportunity that affect or perpetuate disparity.

Private Market Activity

- Assess private sector practices affecting fair housing, including conducting a lending practices review (HMDA Data, New Mexico Mortgage Finance Authority data), and CRA housing investment review and opportunities evaluation

Public Sector Policies

- Research public and subsidized housing providers, their efforts to promote fair housing, and patterns of occupancy
- Review how affordability of housing affects fair housing
- Review affirmative fair housing marketing practices and enforcement
- Determine if there is discrimination by the private or public sector
- Determine gaps in Fair Housing Programs offered in Las Cruces
- Occupancy requirements that unlawfully might limit group homes for persons with disabilities or families with children
- Efforts to serve residents with limited English proficiency

Identification of Impediments in Las Cruces

In order to determine what impediments exist in Las Cruces and the effect of Fair Housing programs that exist within the community, interviews to gather input regarding Fair Housing issues will be held with:

- Local government agencies in Las Cruces and Dona Ana Las Cruces
- Community and business organizations
- Banks and mortgage loan companies
- Real Estate agents , Las Cruces Association of Realtors
- Non-profit housing, homeless, and special needs service providers
- Educational institutions
- Police department
- Social Services Department
- For profit housing developers
- Special needs and interest groups
- Fair Housing Partners
- Masilla Valley Housing Authority
- Other housing and social service providers

CSI will contact members of the real estate, lending, and property management industries in Las Cruces to assess realty, leasing, and lending practices, particularly as they relate to Fair Housing. Realtors, bankers, and property managers who work within the City will be asked questions about Fair Housing lending practices, the availability of affordable, safe decent housing units within the Las Cruces, Fair Housing training for lenders and realtors, CRA activities, and the presence of NIMBY and discrimination.

CSI will prepare an internet based survey that will be sent to as many service providers, agencies serving low income populations, real estate, lending and property management industry members as possible. This survey will be done in coordination with phone interviews to identify impediments to Fair Housing Choice. Results of the survey will be presented in the final report and used to create an analysis of impediments.

Action Plan and Implementation Strategy

Information gathered from the industry expert interviews, and community forum, will be used along with demographic, economic and housing data, local government and private sector research, and survey findings to develop a status statement of fair housing choice in the community, and a specific fair housing strategy for the City. This strategy will include recommendations to overcome continued or newly identified barriers to housing choice and suggest ways to help Las Cruces meet its overall housing and economic development goals. The strategy will include each identified impediment, actions needed to eliminate the impediment, the agencies or partners who will work on the action, and a timeline for action. Recommendations for action will include strategies for reducing each barrier. The final work product will be a complete Analysis of Impediments to Fair Housing Choice, which follows HUD guidelines and is accepted at the Region 6 HUD office.

Affordable Housing Plan

The Community Strategies Institute recently completed an Affordable Housing Plan for Bernalillo County (June 2015). This plan was completed using the latest guidelines provided by the New Mexico Mortgage Finance Authority(MFA). The October, 2014 revised guidelines include new requirements and detail that was not required in older plans. CSI is very familiar with both the technical aspects of the plan guidelines and the requirements for public participation in the planning process to develop the final plan. CSI will produce an Affordable Housing Plan that meets the detailed requirements included in the Technical Manual and will work with City personnel and MFA personnel to make adjustments to the plan as needed as it moves through the review and comment process.

Scope of Work for the Affordable Housing Plan

In the interest of brevity for this proposal, the details and work processes which will be used to create the Affordable Housing Plan are pared down to their essential elements. CSI will work with the City of Las Cruces

Response to RFP 15-16-041 Consolidated Plan & Affordable Housing Plan staff and the staff of MFA to produce a plan which meets the state requirements and is also consistent with the HUD plans. The New Mexico Affordable Housing Plan requirements can be summarized based on the four main sections the Plan requires. Below is a brief explanation of each section and how it will be incorporated into the final version of the Affordable Housing Plan. The main difference between the Affordable Housing Plan and the Consolidated Plan centers on the use of more localized market data addressing housing needs and steps that can be taken to stimulate the housing production system to produce more housing. The New Mexico Plan emphasizes local solutions to local problems whereas the HUD plan relies on a template that has been developed to address affordable housing needs and actions to address those needs within the context of a universal template that applies to all Entitlement Communities. The major components of the New Mexico Affordable Housing Plan are listed below:

Community and Housing Profile

The Affordable Housing Plan does require some data and analysis that will need to be added beyond what will be generated in the Consolidated Plan. CSI will ensure that the supplemental data is included in the Affordable Housing Plan document.

- A. Demographic characteristics:** race, ethnicity, income, age, employment, populations trends.
- B. Household characteristics:** the number of existing households and housing units by tenure.
- C. Housing market analysis:** housing costs, rents, vacancy rates and sales prices with concentration of affordable product type of housing.

Housing Needs Assessment

- A. Existing needs:** the number of households with a cost burden for housing, those living in overcrowded situations, or with special needs(people with disabilities, elderly, large households, single head of households, homeless and others); the number of homes needing rehabilitation or at-risk of losing their housing because it is no longer affordable.
- B. Projected needs:** CSI will identify the number of new units needed by tenure, housing type, and cost to meet current needs and to accommodate expected populations growth and employment; determine the number of homes to be built through new construction, rehabilitation and preservation.

Land Use and Policy Review

CSI will work closely with Las Cruces Planning, Public Works, and building agencies to complete the analysis of land utilization and to determine locations that offer the best opportunity for new development.

- A. General analysis of land use policies** including zoning, subdivision regulations, minimum lot size and set back requirements, environmental constraints, availability and capacity of infrastructure and the entitlement process.
- B. Evaluation of site suitability,** availability of land and realistic development capacity of potential sites, including appropriate zoning for special needs housing (including multifamily rental, transitional and emergency housing, mobile homes and other needed affordable products).
- C. Identification of constraints** to housing production: governmental(land use controls, codes, fees and exactions, processing and permit procedures, on/off-site improvement requirements and special district/authority requirements.
- D. A minimum density calculation** that shows the impact of density levels as they target affordability for affordable populations by tenure and income band.

Goals, Policies Quantifiable Objectives

- A.** CSI will provide an estimate of the number/percentage increase in affordable units by income level to be added to be constructed, rehabilitated or preserved over a given period of time-5-10 years.

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B. As part of the action plan, CSI will identify the programs and agencies that will be involved in improving and increasing the affordable housing stock. As part of the major goals and objectives, CSI will provide measureable outcomes that can be accomplished within a given time period.

C. CSI will confer with the City of Las Cruces to identify potential regulatory concessions and incentives that the City will incorporate in their Affordable Housing Plan and Ordinance.

D. A listing of other potential resources to support the City goals and objectives will be provided.

E. The Affordable Housing Plan will address other related issues and potential solutions to facilitate the efficient development of affordable, sustainable housing in the community. CSI has developed a user friendly format for this section of the plan that will enhance stakeholder ability to see clearly in a brief format what the actions will be that the City will undertake. Below is a sample of the format that will be used for this section of the plan.

GOAL 3. Expand Homeownership Opportunities in the City of Las Cruces.

Item	Action	Priority	Time line	Players/Resources	COST
1	The BPHA will continue to sponsor the Section 8 Homeownership Program for participants in the Rental Assistance program. Target 3 loans annually.	II	2015-2025	BPHA, Realtors, Lenders, Mortgage Counseling agencies	\$\$
2	The Las Cruces Housing Department will coordinate the efforts of Realtors, lenders, MFA downpayment assistance programs to identify and qualify moderate income households wishing to purchase a home.	M	2015-2025	Las Cruces Housing Dept. , Realtors, Lenders , Mortgage Counseling agencies, MFA	\$

Evaluation Criteria 2 – Qualifications and Competence of Project Team Members

The Las Cruces team will be led Tom Hart and Jennie Rodgers, Directors. The CSI Directors will be joined by Associates Annette Boyer and Rachel Rohner, as well as support staff Nichole Rex. Annette Boyer is responsible for demographic data, other data review and collection, and review of CHAS and HUD eCon Planning Suite data. Rachel Rohner will oversee the surveys and conduct housing research and interviews for project. Nichole Rex is a research assistant and assists with coordinating interviews, meetings and focus groups, as well as all mapping. The team has worked together on numerous Housing Needs Assessments, Consolidated Plans, Analysis of Impediments and Market Studies throughout the western United States and each is a strong performer on past projects. Ms. Rohner, Ms. Boyer, and Ms. Rex will be assigned to this project part time as needed.

Tom Hart, Director (50% of Time)

As the former Director of the Colorado Division of Housing, Mr. Hart developed programs and plans resulting in the largest production increase of affordable housing units in the state's history. Hart took an active lead role in formulating the first statewide affordable housing investment strategy known as the Comprehensive Housing Affordability Strategy (later the Consolidated Plan). This plan involved designing the framework and process for conducting an analysis of housing needs for the state and then identifying priorities linked to a strategic plan to address those housing needs. Under Mr. Hart's leadership, the Division of Housing assisted local communities in identifying local needs and priorities and then linking local agencies and resources to establish programs and projects. Using a bottom up planning approach, division plans resulted in over a \$100 million dollar investment in affordable housing during Mr. Hart's thirteen year tenure.

Mr. Hart is a 1972 graduate of the University of Colorado with a major in English. Over the years Hart has pursued graduate studies in management, construction trades, and real estate finance. For over 30 years, he has worked as a market researcher, real estate broker, educator, property manager, policy consultant and

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 general partner in real estate investment partnerships. Mr. Hart has designed and implemented a variety of planning processes and tools to be used by communities in identifying housing needs, creating action plans to meet those needs and incorporating those plans into partnerships to create specific outcomes.

Jennie Rodgers, Director (50% of Time)

Ms. Rodgers has over 25 years' experience in the arena of affordable housing finance and development. She has worked in the nonprofit, private and government sectors on urban and rural housing initiatives. Starting her career by developing a homeless shelter and homeless services in Durango, Colorado, Ms. Rodgers moved on to a housing consultancy firm, an urban nonprofit, and finally the State of Colorado Division of Housing. For 11 years, she helped local agencies and governments to identify housing needs, create local services, develop real estate and establish nonprofit agencies, including those in mountain communities, which was part of her service territory. Rodgers took the lead in writing the state's Analysis of Impediments to Fair Housing Choice as well as the Consolidated Plan and CAPER.

Rodgers is the co-author of many publications on housing needs in Colorado; a guidebook to assist local governments solve their affordable housing problems and various statistical analyses on the impact state and local programs have had on Colorado's housing needs. Ms. Rodgers has a B.A. in Anthropology and Business from Vanderbilt University. She is a certified HOME specialist in Regulations and Administration.

Annette Boyer, Associate (20% of Time)

Ms. Boyer is a former statistical analyst for the Colorado Department of Local Affairs, Office of the State Demographer, where she was responsible for analyzing and presenting data from the 2000 census, developing and presenting household income data and creating a model to forecast the State's population growth by race. Boyer recently completed database projects for the City of Denver and the State of Colorado.

While employed at the Summit Las Cruces Community Development Department, Boyer was responsible for overseeing planning requests, including subdivisions, rezoning and master plans. Ms. Boyer was responsible for statistical research and development, technical writing, and making presentations as a senior planner with the City of Colorado Springs. Ms. Boyer has served on the Idaho Springs City Council. Ms. Boyer has an MA in geography from the University of Chicago and an undergraduate degree in Developmental Economics from American University.

Rachel Rohner (50% of Time)

Rachel Rohner has worked in the area of affordable housing for over 20 years. Her experience includes nonprofit housing and homeless service provision at local housing agencies. Rachel's experience also includes public housing program administration at the US Department of Housing and Urban Development (HUD). At HUD, she also served as the Department's designee to the Metro Denver Homeless Initiative Board (MDHI) and established interagency partnerships in the areas of Fair Housing, prevention of unfair lending practices, and with Health and Human Services (HHS) office of Civil Rights on disability issues.

Rachel served as a Program Manager at the Aurora Housing Authority in the Housing Choice Voucher (HCV) program, and for the Colorado Division of Housing to support grantees statewide in the utilization of HOME, CDBG, ESG and state housing development funds. Most recently, Rachel worked for the Department of Veterans Affairs in Colorado as a Clinical Case Manager in the Health Care for Homeless and VASH Voucher Veteran's Programs (HCHV). She is a Licensed Clinical Social Worker (LCSW) who received her Master's Degree at the University of Denver and her Bachelor of Arts Degree at Colorado State University.

Evaluation Criteria 3 – Capacity of the Firm to Perform the Project in a Timely Manner**Office (100% of work): 3477 W. Hayward Place, Denver, CO 80211****Subcontractors: No subcontractors other than the CSI team members named above**

CSI Directors and associates have worked extensively in the Rocky Mountain Region performing housing needs assessments, HUD required planning documents, market studies, and developing implementation strategies in Colorado, Wyoming, Utah, Montana, and New Mexico. At the Colorado State Division of Housing, CSI Directors had direct oversight of the HOME, CDBG, ESG and HOPWA federal block grant programs, as well as the State of Colorado Private Activity Bond Program. Directors and Associates are experts in the rules and requirements of these funding resources, as well as others financing resources such as the Low Income Housing Tax Credit and NSP programs.

We are retained by government agencies and HUD grantees because of our programmatic and program management expertise, and are known for our vast databank of knowledge related to HUD funding sources and program management best practices. Some examples of past projects are:

Consolidated Plans:

Fort Collins, Colorado, underway
 Adams County, Colorado, 2015
 Lehi City, Utah, 2014
 Bernalillo County, New Mexico, 2015
 Arapahoe County, Colorado, 2014
 South Jordan, Utah, 2012

Analysis of Impediments to Fair Housing Choice:

Adams County, Colorado, underway
 Thornton, Colorado, 2014
 Bernalillo County, New Mexico, 2014
 Arapahoe County, Colorado, 2014
 Provo, Utah, 2009
 Lakewood, Colorado, 2007

OneCPD Consolidated Planning Webinar, Direct TA, and Toolkit, 2012. CSI was part of an Enterprise Community Partners OneCPD technical assistance team working directly with HUD to create one of the new Consolidated Planning eCon Planning Suite webinars and Toolkits. Our work involved developing the content for a Webinar related to leverage and planning for investment of HUD dollars, and use of the new IDIS based Consolidated Planning system. Our team also developed a Toolkit with more in-depth information related to maximizing investments of HUD dollars.

CSI was also involved with a team providing direct assistance to the City of Los Angeles related to CDP Maps, the new Consolidated Plan mapping tool, and the IDIS based Consolidated Planning process and content. Jennie Rodgers traveled to LA with a team which provided training to City Commissions, City Staff, and other partners related to CDP Consolidated Planning and CDP Maps as they related to the Los Angeles Consolidated Plan.

- Housing Needs Assessments:
- Thornton, Colorado, 2014
- Bernalillo County, New Mexico, 2014
- Arapahoe County, Colorado, 2014
- City of Longmont, Colorado, 2012
- Clear Creek County, Colorado 2012
- City of Portales, New Mexico, 2011
- Delta County, Colorado 2011
- Teller County Housing Market Assessment Update, 2011
- Alamosa and Monte Vista, Colorado 2010
- Larimer County, Colorado, 2009
- San Luis Valley Six County assessment, 2009
- Provo, Utah, 2009
- Montrose County, Colorado, 2009
- State of New Mexico, statewide housing assessment, 2008
- Bent County, Colorado, 2008
- Logan and Morgan Counties, 2007
- Lakewood, Colorado, 2007
- Sheridan County, Wyoming, 2006.
- Campbell County, Wyoming, 2005.

Response to RFP 15-16-041 Consolidated Plan & Affordable Housing Plan
Animas Counties, 2005

- South Central CHDO, Huerfano and Las

State of New Mexico Mortgage Finance Authority. 2008. CSI completed a Regional Housing Authority Plan for the NMMFA which includes a statewide Housing Needs Assessment, regional housing needs summaries and recommendations regarding the structure and financing of the regional housing authority system in New Mexico. As part of this project, CSI conducted community and individual meetings and interviews across the state. The finished document incorporated the elements of the New Mexico Affordable Housing Statute into a template that MFA used as a model for those local communities wishing to formulate their own housing plans.

Evaluation Criteria 4: Schedule with Major Tasks (see Criteria 1 for detailed statement of services by task)

Calendar	September	October	November
Kick off meeting			
Develop Citizen Participation Plan			
Review past reports			
Key Informant Interviews			
Demographic, Income, Employment, Housing Analysis			
Collect information Regarding Special Needs Groups			
Online Survey Development and Administration			
Lender, Realtor, Provider Survey			
Community Meetings			
Calendar	December	January	February
Online Survey Development and Administration			
Lender, Realtor, Provider Survey			
Assessment of Fair Housing Complaints			
Identification of Impediments to Fair Housing			
Land Use Analysis Research (NM Afford Hsg Plan)			
Production of Draft Reports			
Calendar	March	April	May
Production of Draft Reports			
30 Day Public Review Period, Edits to Draft Document			
Hearing for Public Input on Draft Documents			
Delivery of Final HUD Documents to Staff, City Presentation			
Submit Final Consolidated Plan, Annual Action Plan, AI to HUD			
Submittal of Final NM Affordable Housing Plan to Staff/MFA			

Principal Officer Responsible for Contract Administration and Direct Charge of Work: Tom Hart Director,
P.O. Box 140387, Edgewater, CO 80214 (303) 902-9028

Response to RFP 15-16-041 Consolidated Plan & Affordable Housing Plan

Evaluation Criteria 5: Former Project References

Title	Contact Name	Address, Email, Phone
<i>Bernalillo County Consolidated Plan, Annual Action Plan, Analysis of Impediments, NM Affordable Housing Plan, 2015</i>	Betty Valdez, Director, Bernalillo County Housing Dept.	1900 Bridge Street SW, Albuquerque, NM 87105 (505) 314-0235 bmvaldez@berncoco.gov
<i>Adams County Colorado Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing, 2015</i>	Joelle Greenland, Community Development Manager, Neighborhood Services Dept	4430 S. Adams Las Cruces Parkway, Suite W2000B, Brighton CO 80601 (720) 523-6851 jgreenland@adcogov.org
<i>Arapahoe County, Colorado Consolidated Plan and Analysis of Impediments to Fair Housing, 2014</i>	Linda Haley, Housing and Community Development Manager	Arapahoe Las Cruces Community Services Dept, 1690 W. Littleton Blvd, Suite 300, Littleton, CO 80120 (303) 738-8089 Lhaley@arapahoegov.com
<i>Lehi City Utah Consolidated Plan and Citizen Participation Plan, 2014</i>	Christie Hutchings, AICP, Lehi City Planning Dept	99 W. Main Street, Lehi, UT 84043 (801) 768-7120 x2 chutchings@lehi-ut.gov
<i>South Jordan, Utah Consolidated Plan and Citizen Participation Plan, 2012</i>	Jake Warner, Planner III City of South Jordan	1600 W. Towne Center Dr (10610 S.), South Jordan, UT 84095 (801) 254- 3742 jawarner@sjc.utah.gov

The remainder of Page 15 is being used for the Cost Proposal, under separate cover.

EXHIBIT A

FEDERAL CERTIFICATIONS

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 Owner (HUD grantee) 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.

(a) The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Proposers, or parties to sub-agreements.

(b) Grantees and subgrantee's 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 grantee's and sub grantee's officers, employees, or agents or by Proposers or their agents.

(c) The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor any of its proposers or their subproposers 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 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 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.

1. If any such present or former member, officer, or employee of the 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 Owner, the Owner, 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.

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Tom Hart, Director

Date: 8/24/2015

Signature: 

CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.

(1) The Prime Contractor will 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.

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Director

Date: 8/24/2015

Signature: _____



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RETENTION AND INSPECTION OF RECORDS

A. The HA (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.

B. The Proposer agrees 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 Purchaser, 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 HA (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 Proposer 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.

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Tom Hart, Director

Date: 8/24/2015

Signature: 

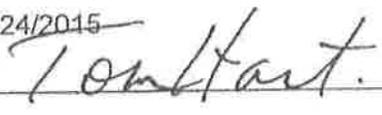
(1) The City of Las Cruces and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to 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.

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Director

Date: ~~8/24/2015~~



Signature:

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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

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Director

Date: 8/24/2015

Signature: _____

Tom Hart

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TERMINATIONFlow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

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.

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Director

Date: 8/24/2015

Signature: Tom Hart

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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.

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Director

Date: 8/24/2015

Signature: Tom Hunt.

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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 HUD may issue.

(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.

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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.

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Director

Date: 8/24/2015

Signature: Tom Hart

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COPELAND "ANTI-KICKBACK"

Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair)

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Tom Hart, Director

Date: 8/24/2015

Signature: Tom Hart.

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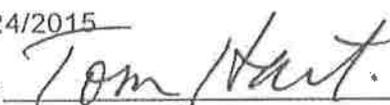
DAVIS-BACON ACT

Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Tom Hart, Director

Date: 8/24/2015

Signature: 

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CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

Company Name: Community Strategies Institute

Title of Person Authorized to Sign this Form: Tom Hart, Director

Date: 8/24/2015

Signature: Tom Hart.
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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 this contract. If it is later determined that the Contractor/Subcontractor 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 Contractor/Subcontractor will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. The Contractor/Subcontractor 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 Contractor/Subcontractor 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

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

In carrying out this Agreement, the 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 Contractor/Subcontractor 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 Contractor/Subcontractor 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 Contractor/Subcontractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor that it is an Equal Opportunity or Affirmative Action employer.

ATTEST:

By: Tom Hunt

8/24/15
Date

By: [Signature]

8/25/15
Date

Tom Hart

From: Leah Gearhart [Leah.Gearhart@usi.biz]
Sent: Thursday, July 23, 2015 10:07 AM
To: 'Tom Hart'
Subject: RE: E&O application

Hi Tom,

Thanks for getting back to me. Please feel free to reach out anytime you need anything.

Leah Gearhart

USI Colorado
 6501 South Fiddlers Green Circle, Suite 100
 Greenwood Village, CO 80111
 303.831.5181 direct
 800.873.8500 toll free
 303.831.5295 fax
www.usi.biz

Please note that you may not rely on email communication to us to report a claim or to give us instructions to place, bind, change or terminate coverage unless we have subsequently confirmed to you in writing that we have received your message and will be taking the action you have requested.

From: Tom Hart [mailto:tomhart875@mho.com]
Sent: Thursday, July 23, 2015 9:58 AM
To: Leah Gearhart
Subject: RE: E&O application

Thanks, Leah, we finally heard back from the City and they have decided that they won't require the coverage because of the type of work we do. Please keep this stuff on file because you never know, the next job we get, they may make us have the coverage.

From: Leah Gearhart [mailto:Leah.Gearhart@usi.biz]
Sent: Thursday, July 23, 2015 7:48 AM
To: 'Tom Hart'
Subject: RE: E&O application

Hi Tom,

It worked! We were able to get the pricing lowered a little:

\$1M/\$2500/\$2282
 \$1M/\$5000/\$2173
 \$2M/\$5000/\$3043

If you would like to bind coverage, please let me know what option you would like to bind. Thank you.

Leah Gearhart

USI Colorado
 6501 South Fiddlers Green Circle, Suite 100

To: Leah Gearhart
Cc: 'Jennie Rodgers'
Subject: RE: E&O application

Hi Leah,

Thanks for getting this. I am in sticker shock about how this could be so high. We currently pay a little less than \$700. A year for general liability. If the loss limits are the same, which they are, I am not sure why it makes any different what the type of risk is. If we knocked someone's wall down, I assume general liability would cover it. The reports and studies we do don't involve potential injury to anyone. The worst case scenario is that if something in our various charts and numbers were omitted or inaccurate we would correct it. That's what we do and we have never been sued or had our payment refused because we wouldn't correct an error or omission. We are not an engineering firm or a company that analyzes safety factors for mass transit or airlines. I would like some more clarity on what they see the risk factor as? Maybe they just don't understand what our business is? Maybe it would help if we sent them some of our reports?

From: Leah Gearhart [mailto:Leah.Gearhart@usi.biz]
Sent: Tuesday, July 21, 2015 4:17 PM
To: 'Tom Hart'
Subject: RE: E&O application

Hi Tom,

I am pleased to present the proposal for Community Strategies. Please review it carefully for accuracy and coverage and let me know if any changes need to be made.

To bind coverage, just send me an email and let me know. Premium will be due upon binding.

Leah Gearhart

USI Colorado
 6501 South Fiddlers Green Circle, Suite 100
 Greenwood Village, CO 80111
 303.831.5181 direct
 800.873.8500 toll free
 303.831.5295 fax
www.usi.biz

Please note that you may not rely on email communication to us to report a claim or to give us instructions to place, bind, change or terminate coverage unless we have subsequently confirmed to you in writing that we have received your message and will be taking the action you have requested.

From: Tom Hart [mailto:tomhart875@mho.com]
Sent: Tuesday, July 21, 2015 4:03 PM
To: Leah Gearhart
Subject: RE: E&O application

Hi Leah, I haven't heard anything today. We need to keep moving on this or we'll lose the contract with our client. Can you contact whomever you're dealing with and find out where it stands?

From: Leah Gearhart [mailto:Leah.Gearhart@usi.biz]
Sent: Monday, July 20, 2015 5:09 PM
To: 'Tom Hart'
Subject: RE: E&O application



P.O. Box 140387, Edgewater, CO 80214

www.csicolorado.org

303-668-2534

community**strategiesinstitute**

**City of Las Cruces
Consolidated Plan
Analysis of Impediments to Fair Housing Choice
Citizen Participation Plan
New Mexico Affordable Housing Plan
RFP #15-16-041**

Cost Proposal

Prepared For:
City of Las Cruces
Purchasing Department/Bid Clerk
700 N. Main Street, Room 3134
Las Cruces, NM 88001

Submitted By:
Community Strategies Institute
P.O. Box 140387
Edgewater, CO 80214
303-902-9028

Date: August 25, 2015

Cost Proposal

Please note: this cost proposal is the rest of page 15 of the proposal, not to exceed 15 pages. CSI proposes to produce the Five Year Consolidated Plan, the Annual Action Plan, the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan, the Citizen Participation Plan and the New Mexico Affordable Housing Plan for one fixed fee. This fee includes team time to complete the reports, travel expenses, survey expenses, data, and overhead. The fee and rates are good for a one year period. This is a not to exceed budget.

TASKS	COST
Needs Assessment	\$12,430
Market Analysis	\$8,475
Housing Profile	\$10,860
Strategic Plan	\$9,620
Citizen Participation Plan	\$1,900
2016 Year One Action Plan	\$8,420
Analysis of Impediments to Fair housing Choice	\$22,630
Affordable Housing Plan (Land Use Review and Goals and Objective)* CSI note: this cost also includes all demographic and market data and analysis not required in the Consolidated Plan but required for the NM Plan	\$27,995
Miscellaneous Items *CSI note: includes printing, travel, translation, misc. other	\$9,520
Other Considerations	NA
GRAND TOTAL	\$111,850

EXHIBIT B

SCHEDULE

Updated Schedule of Major Tasks

Calendar	October	November	December
Kick off meeting			
Develop Citizen Participation Plan			
Review past reports			
Key Informant Interviews			
Demographic, Income, Employment, Housing Analysis			
Collect Information Regarding Special Needs Groups			
Online Survey Development and Administration			
Lender, Realtor, Provider Survey			
Community Meetings			
Calendar	January	February	March
Assessment of Fair Housing Complaints			
Identification of Impediments to Fair Housing			
Land Use Analysis Research (NM Afford Hag Plan)			
Production of Draft HUD Reports			
Calendar	April	May	June
Land Use Analysis Research (NM Afford Hag Plan)			
Development of Draft NM Afford Hag Plan			
30 Day Public Review Period (HUD), Edits to Draft HUD Document			
Hearing for Public Input on Draft Documents			
Delivery of Final HUD Documents to Staff, City Presentation			
Submit Final Consolidated Plan, Annual Action Plan, AI to HUD			
Submittal of Final NM Affordable Housing Plan to Staff/MFA			



City of Las Cruces®

PEOPLE HELPING PEOPLE

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COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of October 19, 2015
(Adoption Date)

TITLE:

A RESOLUTION AWARDING A CONTRACT FOR THE DEVELOPMENT OF THE 2016-2020 CONSOLIDATED PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, 2016 ANNUAL ACTION PLAN AND AFFORDABLE HOUSING PLAN FOR THE CITY OF LAS CRUCES, NM TO COMMUNITY STRATEGIES INSTITUTE, EDGEWATER, COLORADO FOR THE CONTRACT AMOUNT OF \$114,670 PLUS \$9,531.94 FOR NEW MEXICO GROSS RECEIPTS FOR A TOTAL PROJECT AUTHORIZATION OF \$124,201.94.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact	<i>[Signature]</i>	528-3194	10-1-2015
Department Director	<i>[Signature]</i>	528-3067	10-1-15
Other			
Assistant City Manager /CAO Management & Budget Manager	<i>[Signature]</i> <i>MacGregor for Lurden</i>	541-2078 541-2106	10/5/15 10/2/15
Assistant City Manager/COO	<i>[Signature]</i> <i>Daniel Ala</i>		10/6/15
City Attorney	<i>[Signature]</i>	Ext 2128	9 OCT 2015
City Clerk - <i>Interim</i>	<i>[Signature]</i>	x2115	10/9/15