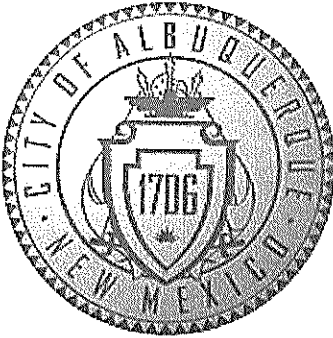


EC-22-84




Mayor Timothy M. Keller

**CITY OF
ALBUQUERQUE**
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

April 19, 2022

TO: Isaac Benton, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Approval of Greater Albuquerque Housing Partnership's use of Community Development Block Grant funds in the total amount of \$471,389.00 to conduct sewer/water, sidewalk, and street infrastructure improvements for the Hiland Plaza Development.

Approval of Greater Albuquerque Housing Partnership's use of Community Development Block Grant funds in the total amount of \$471,389.00 to conduct sewer/water, sidewalk, and street infrastructure improvements for the Hiland Plaza Development.

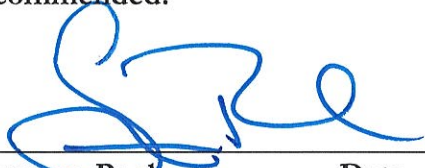
This legislation will approve the use of CDBG funds for GAHP to enter into three contracts with the City to preform sewer/water, sidewalk, and street infrastructure improvements for the Hiland Plaza Development Project. The sewer/water project will cost \$309,728.00, the sidewalk project will cost \$68,661.00, and the street project will cost \$93,000.00 in Community Development Block Grant Funds (CDBG). In total \$471,389.00 of CDBG funds will be utilized.

This project is needed because it is a component of building the Hiland Plaza Development. The Hiland Plaza Development will increase housing stability in Albuquerque by creating 92 mixed use multi-family apartment units, of those 75 units will be for household with incomes at or below 65% Area Median Income.

This Request is forwarded to the Council for its consideration and approval.

Legislation Title: **Approval of Greater Albuquerque Housing Partnership's use of Community Development Block Grant funds in the total amount of \$471,389.00 to conduct sewer/water, sidewalk, and street infrastructure improvements for the Hiland Plaza Development.**

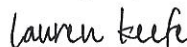
Recommended:



Lawrence Rael **Date**
Interim Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:



5/5/2022 | 2:21 PM MDT

Esteban Aguilar
City Attorney

Recommended:

DocuSigned by:



5/4/2022 | 6:14 PM MDT

Carol M. Pierce **Date**
Director, Dept. of Family & Community Services

DS

PP

Cover Analysis

1. What is it?

This legislation is for approval of Greater Albuquerque Housing Partnership's use of Community Development Block Grant funds in the total amount of \$471,389.00 to conduct sewer/water, sidewalk, and street infrastructure improvements for the Hiland Plaza Development.

What will this piece of legislation do?

This legislation will approve the use of CDBG funds for GAHP to enter into three contracts with the City to preform sewer/water, sidewalk, and street infrastructure improvements for the Hiland Plaza Development Project.

3. Why is this project needed?

This project is needed because it is a component of building the Hiland Plaza Development. The Hiland Plaza Development will increase housing stability in Albuquerque by creating 92 mixed use multi-family apartment units, of those 75 units will be for household with incomes at or below 65% Area Median Income.

4. How much will it cost and what is the funding source?

The sewer/water project will cost \$309,728.00, the sidewalk project will cost \$68,661.00, and the street project will cost \$93,000.00 in Community Development Block Grant Funds (CDBG). In total \$471,389.00 of CDBG funds will be utilized.

5. Is there a revenue source associated with this legislation? If so, what level of income is projected?

There is no revenue source associated with this legislation.

FISCAL IMPACT ANALYSIS

TITLE:

The Greater Albuquerque Housing
Partnership (GAHP) Hiland Plaza Water and
Sewer Improvements program

R:

O:

FUND: 205

DEPT: Family and Community Services

- ☒ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- ☐ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2022	Fiscal Years 2023	2024	Total
Base Salary/Wages	-			-
Temporary Wages	-			-
Fringe Benefits at	-		-	-
Fringe Benefits at	-	-		-
Subtotal Personnel	-	-	-	-
Operating Expenses	-			-
Property		-	-	-
Indirect Costs	-			-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Amount of Grant	-	-		-
City Cash Match	-			-
City Inkind Match			-	-
City IDOH	-	-		-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: FCS is requesting approval of the Greater Albuquerque Housing Partnership (GAHP) Hiland Plaza Water and Sewer Improvements program agreement which will be funded out of the CDBG grant previously legislated in R-21-159

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

APPROVED:

FISCAL MANAGER

DIRECTOR (date)

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST

SUB-RECIPIENT AGREEMENT
TO PROVIDE CDBG PROGRAM

THIS SUB-RECIPIENT AGREEMENT is made and entered into upon the date of the last signature below (hereinafter referred to as the "Agreement"), by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and **Greater Albuquerque Housing Partnership (GAHP), 320 Gold SW, Suite 918, Albuquerque, NM 87102**, a New Mexico non-profit corporation (the "Sub-recipient").

RECITALS

WHEREAS, the City is the grantee of a Community Development Block Grant (CDBG) award (Federal Award Identification Number **B-21-MC-35-0001** from the U.S. Department of Housing and Urban Development (HUD), dated **February 21, 2021**, which will be used to fund this Agreement; and

WHEREAS, the Community Development Block Grant is recognized by the Catalog of Federal Domestic Assistance as **CFDA #14.218**; and

WHEREAS, the City has appropriated Community Development Block Grant funds ("CDBG Funds") for this purpose through adoption of the 2021 Action Plan of the 2018 – 2022 Consolidated Plan for the U.S. Department of Housing and Urban Development; and

WHEREAS, the City desires to engage the Sub-recipient to administer the CDBG Program identified below as a Sub-recipient of the above-referenced CDBG award; and

WHEREAS, this Agreement will meet one or more CDBG National Objectives and will be administered consistently with HUD regulations; and

WHEREAS, the City has determined that this Agreement is a social services contract within the meaning of §5-5-3 and §5-5-19 A (4) ROA 1994; and

WHEREAS, the Sub-recipient represents that it has the expertise and resources to render such social services; and

WHEREAS, there was a delay in the execution of the Agreement, causing a gap between May 10, 2022 and the execution of the Agreement; and

WHEREAS, the City and the Sub-recipient wish to ratify all actions taken by the parties consistent with this Agreement, from May 10, 2022 through to the date of execution of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Service:

- A. Agreement is a Sub-award: This Agreement constitutes a sub-award of a portion of a certain federal community development block grant award made by the U.S. Department of Housing and Urban Development to the City of Albuquerque as grantee, and in turn from the City to the Sub-recipient. Certain information pertaining to this federal award is required to be included as a part of this Agreement pursuant to 2 CFR §200.331, and is set forth on Attachment A hereto.
- B. Services: The services to be provided by Sub-recipient under this Agreement shall consist of the following: Sub-recipient will be responsible for administering a CDBG Year **2021 Hiland Plaza Sewer and Water Improvements** in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant program as set forth on Attachment B.
- C. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: (1) benefit low and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-recipient certifies that each activity carried out under this Agreement will meet one or more of the foregoing National Objectives indicated on Attachment B, together with a description of how each National Objective will be met.

- D. Levels of Accomplishment – Goals and Performance Measures: The levels of accomplishment may include such measures as number of units rehabilitated, persons or households assisted, or meals served, and including time frames for performance, as set forth on Attachment B.
 - E. Performance Monitoring: The City will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.
2. Time of Performance: Services of the Sub-recipient designated herein are to commence on May 10, 2022 and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by June 30, 2023. By signing this Agreement, the parties ratify all actions taken from May 10, 2022 through to the execution

of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on May 10, 2022.

3. Compensation and Method of Payment:

- A. Maximum Compensation: For performing the Services specified in Section 1 of this Agreement, the City agrees to pay the Sub-recipient a total amount not to exceed **THREE HUNDRED AND NINE THOUSAND, SEVEN HUNDRED TWENTY-EIGHT AND 00/100 DOLLARS (\$309,728.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Sub-recipient's Services under this Agreement, including all expenditures made and expenses incurred by the Sub-recipient in performing the Services as set forth in the Budget in Attachment C hereto.
- B. Funding Source and Cost Allocation: If more than one funding source is used, a separate budget for each funding source is required. If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the City for approvals, in a form specified by the City.
- C. Method of Payment:
 - (1) The City agrees to pay such sum to the Sub-recipient on a cost reimbursement basis at no more than bi-weekly but no less than quarterly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement and Attachment C shall be reimbursed. The City shall withhold reimbursement to the Sub-recipient for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Sub-recipient is in full compliance with all the terms of this Agreement. Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR §200.302.
 - (2) All requisitions for payment submitted by the Sub-recipient must be supported by documentation of Services provided in the Sub-recipient's files. Sub-recipient shall supply such additional documentation as the City may require.

- (3) Checks issued by the Sub-recipient to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.
 - (4) The funds received by the Sub-recipient under this Agreement shall be spent by the Sub-recipient within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Sub-recipient funds have already been spent.
- D. Program Income: For the purposes of this Agreement, "Program Income" is defined by 24 CFR §570.500(a), and is subject to the requirements set forth in §570.504(c). The Sub-recipient may retain Program Income, and transfers of grant funds by the City to the Sub-recipient shall be adjusted according to the principles described in §570.504(b)(2) (i) and (ii). Sub-recipient may use program income for activities consistent with the Services outlined in Attachment B. All provisions of the written agreement shall apply to the specified activities. Any program income on hand when the Agreement expires, or received after the Agreement's expiration, shall be paid to the City as required by §570.503(b)(8). At the end of the program year, the City may require remittance of all or part of any Program Income balances (including investments thereof) held by the Sub-recipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).
- 4. Budget Revisions: The Sub-recipient shall inform the City of any "line item" revisions to the Budget set forth in Attachment C, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
 - 5. References to Federal Regulations: The federal regulations which the City and Sub-recipient are required to follow are found under the Code of Federal Regulations (CFR). Citations to the CFR in this Agreement are by the number of the CFR title followed by either the Part number or Section number in that particular title (e.g., 24 CFR Part 570; 24 CFR §570.502). The complete text of any regulation cited in this Agreement may be accessed under the electronic Code of Federal Regulations maintained by the U.S. Government Printing Office website at ecfr.gov. It is the responsibility of the Sub-recipient to read and comply with the requirements of all federal regulations cited in this Agreement as well as citations and references contained within the body of those regulations.
 - 6. References to State and Local Laws: The state statutes which the City and Sub-recipient are required to follow are found under the New Mexico Statutes Annotated, 1978 Compilation. Citations in this Agreement are to the number of the chapter followed by the article number and section number (e.g., NMSA 1978 §28-1-2). The complete text of any

statute cited in this Agreement may be accessed electronically at the New Mexico Compilation Commission website. Citations to City ordinances are also to the number of the chapter, followed by the article number, part number (if applicable), and section number under the Revised Ordinances of Albuquerque, 1994 compilation (e.g., §5-5-19 ROA 1994). The complete text of any ordinance cited in this Agreement may be accessed electronically at the City of Albuquerque website.

7. Fiscal Agent, Purchasing Agent, and Personnel Agent:

- A. The Sub-recipient shall serve as its own fiscal agent, purchasing agent, and personnel agent.
- B. The Sub-recipient shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.

8. Performance Monitoring: City will monitor the performance of the Sub-recipient against goals and performance standards as stated above. The Sub-recipient will provide such assistance and information as required by staff of the City's Department of Family and Community Services to monitor and evaluate the performance of the above-mentioned Scope of Services. It is understood that the City's Department of Family and Community Services staff, at its discretion, will perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged. Substandard performance as determined by the City of Albuquerque will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

9. Restrictions on Use of Funds:

- A. The funds provided are subject to the CDBG Regulations found under 24 CFR Part 570.
- B. The funds provided are subject to the federal government's Office of Management and Budget regulations under 2 CFR Part 200 that provide uniform grant guidance on the use of these funds and the responsibilities of the Sub-recipient, and all other applicable uniform requirements as described in 24 CFR §570.502.
- C. The Sub-recipient must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting (2 CFR §200.302).

- D. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low and moderate income residents, defined as residents having 80% or below of the median income of the Albuquerque Standard Metropolitan Statistical Area (SMSA) as provided under 24 CFR §570.200 *et seq.*
 - E. The federal funding in this Agreement shall not be used if there is another source of federal funding for the activities provided hereunder by the Sub-recipient, unless there is written approval by each of the federal agencies who provide the particular grant awards.
10. Reversion of Assets: Upon the expiration of this Agreement, the Sub-recipient shall transfer to the City any CDBG Funds on hand at the time of expiration which were provided by the City to Sub-recipient, including any accounts receivable attributable to the use of CDBG Funds. Any real property under the Sub-recipient's control that was acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the Sub-recipient in the form of a loan) in excess of \$25,000 must be either:
- A. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or
 - B. Not used in accordance with Section 10(A) of this Agreement (24 CFR §570.503(b)(7)(i)), in which event the Sub-recipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is Program Income to the City. (No payment is required after the period of time specified in Section 10(A) of this Agreement.)
- The Sub-recipient shall ensure that any property that was acquired or improved in whole or in part with CDBG Funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section of the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended.
11. Special Provisions: The availability of federal funds for the activities covered by the "Scope of Services" outlined herein and for performance of this Agreement, depends solely on the provision of said funds to the City by the U.S. Department of Housing and Urban Development. The City assumes the responsibility for payment of the compensation due to the Sub-recipient under Section 3 of this Agreement, only to the extent funds for such compensation are made available to the City by HUD.
12. Independent Contractor:

- A. Neither the Sub-recipient nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Sub-recipient is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
- B. The Sub-recipient further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

13. Personnel:

- A. The Sub-recipient represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. Personnel salaries, benefits and other related costs may be paid for from CDBG Funds as authorized in the City Budgets attached hereto.
- B. All the Services required hereunder will be performed by the Sub-recipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or the Services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement, and shall be further subject to the provisions of 2 CFR §200.318 through 2 CFR §200.326 governing procurement.
- C. The Sub-recipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Sub-recipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.
- D. If the Services under this Agreement require the Sub-recipient to work with or be in proximity to children or other vulnerable populations, the Sub-recipient will comply with all applicable requirements contained in the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended.

- E. Sub-recipient will abide by the provisions of 2 CFR §200.420 through 2 CFR §200.475, which provide general provisions for select items of cost, including compensation and fringe benefits for personal service.
14. Indemnity: The Sub-recipient agrees to defend, indemnify and hold harmless the City and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Sub-recipient under this Agreement. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
15. Insurance: The Sub-recipient shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Sub-recipient or its agents. Before commencing the Services, and on the renewal of all coverages, the Sub-recipient shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:
- A. Commercial General Liability Insurance: A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:
- | | |
|-------------|---|
| \$2,000,000 | Per Occurrence |
| \$2,000,000 | Policy Aggregate |
| \$1,000,000 | Products Liability/Completed Operations |
| \$1,000,000 | Personal and Advertising Injury |
| \$ 5,000 | Medical Payments |
- Said policy of insurance must include coverage for all operations performed for the City by the Sub-recipient and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.
- B. Commercial Automobile Liability Insurance (“CAL”): A CAL policy with not less than a \$1,000,000 combined single limit of liability for bodily injury, including

death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

- C. **Workers' Compensation Insurance:** Workers' Compensation Insurance for the Sub-recipient's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico ("Act"). The Sub-recipient must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business.
 - D. **Professional Liability (Errors and Omissions) Insurance:** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
 - E. **Sexual Abuse Molestation Coverage:** Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
 - F. **Cyber Liability Coverage:** Cyber liability insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Sub-recipient may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.
 - G. **Increased Limits:** If, during the term of this Agreement, the City requires the Sub-recipient to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Sub-recipient's compensation will be made.
16. **Other Attachments:** The Sub-recipient must have on file with the City current copies of:
- A. its certificate of nonprofit incorporation;
 - B. the Sub-recipient's articles of incorporation approved by the New Mexico Secretary of State Corporations Bureau;
 - C. a copy of the Sub-recipient's corporate bylaws;
 - D. any license applicable to the Sub-recipient's proposed activities;
 - E. a listing of the current governing board members;

- F. a current organizational chart;
 - G. the Sub-recipient's written personnel policies;
 - H. the Sub-recipient's written accounting policies and procedures;
 - I. the Sub-recipient's written procurement policies and procedures; and
 - J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
 - (1) the major tasks or activities to be performed under this Agreement;
 - (2) the measurable objectives for each task; and
 - (3) the time frame within which the tasks will be accomplished.
17. Representations in Proposal: The City has relied on all representations in Sub-recipient's proposal relevant to this Agreement in awarding this contract and the Sub-recipient warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Sub-recipient shall owe all amounts paid to it as liquidated damages.
18. Notices, Addresses: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Sub-recipient.

For the City, notices may be sent to:

Director, Department of Family and Community Services
P.O. Box 1293
Albuquerque, NM 87103

or for hand delivery:

Director, Department of Family and Community Services
400 Marquette NW, 5th Floor, Room 504
Albuquerque, NM 87102

For the Sub-recipient, notices may be sent to the addresses listed on Attachment A to this Agreement.

19. Compliance with Laws; Required Assurances: During the performance of this Agreement, the Sub-recipient shall comply with the provisions and assurances set forth in this Agreement, and to such additional assurances set forth in Attachment D, to the extent that such assurances are applicable to the Services provided by Sub-recipient and not otherwise provided for in the body of this Agreement. In performing the Services required hereunder, the Sub-recipient shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Sub-recipient shall comply with the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement.
- A. The Sub-recipient will comply with the New Mexico Human Rights Act, NMSA 1978 §28-1-1 *et seq.*, and the City of Albuquerque Human Rights Ordinance, §11-3-1 *et seq.* ROA 1994.
- B. Use of Funds for Sectarian Religious Purposes: The Sub-recipient covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
- (1) there will be no religious test for admission for services;
 - (2) there will be no requirement for attendance at religious services;
 - (3) there will be no inquiry as to a client's religious preference or affiliation;
 - (4) there will be no proselytizing; and
 - (5) the Services provided will be essentially secular.
- C. Lobbying: The Sub-recipient understands that utilization of any federally appropriated funds provided to the Sub-recipient by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Sub-recipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. *See Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended, for certifications and applicable rules.
- D. No Collusion: The Sub-recipient covenants and warrants that this Agreement is entered into by the Sub-recipient without collusion on the part of the Sub-recipient with any person or firm, without fraud and in good faith. The Sub-recipient also covenants and warrants that no gratuities, in the form of entertainment, gifts or

otherwise, were, or during the term of this Agreement, will be offered or given by the Sub-recipient or any agent or representative of the Sub-recipient to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

- E. Small, Minority, and Women's Business: The Sub-recipient will use its best effort to afford small businesses, minority business, enterprises, women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in the Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- F. Recognition of Support: The Sub-recipient shall insure recognition of the role of the City and HUD in the provision of Services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source (CDBG). In addition, the Sub-recipient will include a reference to the support provided herein in all publications made available under this Agreement.
- G. Drug-Free Workplace: Pursuant to 2 CFR Part 182, the Sub-recipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug-Free Workplace Act of 1988" (P.L. 100-690) and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.

20. Reports and Information:

- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the Department of Family and Community Services of the City of Albuquerque, such statements, records, data and information as the appropriate funding entity or the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Sub-recipient will not release any information concerning any work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

- B. The Sub-recipient will provide to the Department of Family and Community Services cumulative quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting quarter, and shall be in accordance with City of Albuquerque reporting instructions.
 - C. The Sub-recipient will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.
21. Open Meetings Requirements: Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* ROA 1994, Public Interest Organizations. The Sub-recipient agrees to comply with all such requirements, if applicable.
22. Active Board:
- A. The non-profit Sub-recipient must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
 - B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.
23. Debarment, Suspension, Ineligibility and Exclusion Compliance: Pursuant to the provisions of 2 CFR Part 180:
- A. The Sub-recipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.
 - B. The Sub-recipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Sub-recipient, the Sub-recipient will notify the City immediately.
 - C. The Sub-recipient as well as all subcontractors must register with System for Award Management (SAM), <https://sam.gov> in order to provide the City with documentation that neither the Sub-recipient nor any of its subcontractors have been federally debarred or suspended. The documentation for the Sub-recipient and all subcontractors must be on file in order to receive federal funds.

- D. The Sub-recipient shall verify and document that construction contractors report accurate license numbers for all new subcontractors used in the federally funded projects and that these NM state numbers are checked against existing state and federal debarment listings.
24. Establishment and Maintenance of Records: Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the Department of Family and Community Services of the City, such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement.
25. Audits and Inspections:
- A. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Sub-recipient's records with respect to all matters covered by this Agreement. The Sub-recipient shall permit the City and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. (1) Pursuant to 2 CFR §200.501(a), contractors who expend \$750,000 or more of federal funds during the year shall have an audit conducted in accordance with Subpart F and the Compliance Supplement to 2 CFR Part 200 (Appendix XI). The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement.
- (2) Sub-recipients who are exempt from federal audit requirement under 2 CFR §200.501(d), but who receive \$25,000 or more in funding from the City, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.
26. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps,

in an appropriate block): Name of the City, month and year of the preparation, name of the Sub-recipient and descriptive title.

28. Conflict of Interest:

- A. In the procurement of supplies, equipment, construction and services by the Sub-recipient, the conflict of interest provisions in 2 CFR §200.318 shall apply.
- B. In all cases not governed by 2 CFR §200.318, the provisions of 24 CFR §570.611 shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its sub-recipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, §570.204, §570.455, or §570.703(i)).
- C. In addition to federal requirements, Sub-recipient must comply with City Ordinance §5-5-22 ROA 1994 regarding ethical conduct, which requires that no member, officer, or employee of the Sub-recipient, or any other persons who exercises any functions or responsibilities with respect to the programs of the Sub-recipient during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section.

29. Assignability: The Sub-recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the City thereto.

30. Termination for Cause:

- A. If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Sub-recipient under this Agreement shall, at the option of the City, become its property, and the Sub-recipient shall be entitled

to receive just and equitable compensation for any work satisfactorily completed hereunder.

- B. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Sub-recipient, and the City may withhold any payments to the Sub-recipient for the purposes of set-off until such time as the exact amount of damages due the City from the Sub-recipient is determined.
 - C. In accordance with 2 CFR Part 2424, the City may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include, but not limited to, failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time; failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement; ineffective or improper use of funds provided under this Agreement; and submission by the Sub-recipient to the City reports that are incorrect or incomplete in any material respect.
31. Termination for Convenience by the City: The City may terminate this Agreement without cause at any time for convenience by giving at least forty-five (45) days' notice in writing to the Sub-recipient. If the Sub-recipient is terminated by the City as provided herein, the Sub-recipient will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Sub-recipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Sub-recipient, the preceding Section hereof relative to termination shall apply.
32. Force Majeure: The City shall not be liable for failure to perform its obligations under the Agreement due to causes beyond the control and without the fault or negligence of either party. Such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under the Agreement.
33. Appropriations: Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by

the City to the Sub-recipient. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the vendor and shall be final.

34. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
35. Enforcement: The Sub-recipient agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
36. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
37. Amendment to Agreement: Amendments to this Agreement shall be in writing and shall be signed by all parties.
38. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque, in addition to federal laws and regulations which apply to this Agreement.
39. Forum Selection: Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.
40. Ethics and Campaign Practices: The Sub-recipient agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") or the City of Albuquerque's Inspector General with any records or information pertaining in any manner to this Agreement whenever such records or information are within the Sub-recipient's custody, are germane to an investigation authorized by the Board and are requested by the Board. The Sub-recipient further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The Sub-recipient agrees to require that all subcontractors or sub-consultants employed by the Sub-recipient for any of the Services performed under the terms of this Agreement shall agree in writing to comply with the provisions of this Section. The Sub-recipient and its sub-consultants or subcontractors shall not be compensated for its time or any costs it incurs in complying with the requirements of this Section.

41. Approval Required: This Agreement shall not become effective or binding until signed by the highest approval authority required by the City under this Agreement.
42. Electronic Signatures: Authenticated electronic signatures are legally acceptable pursuant to NMSA 1978 §14-16-7. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Sub-recipient have executed this Agreement upon the date of the last signature below.

CITY OF ALBUQUERQUE

Approved By:

Lawrence Rael
Interim Chief Administrative Officer

Date: _____

Carol M. Pierce, Director
Department of Family and Community
Services

Date: _____

GREATER ALBUQUERQUE HOUSING
PARTNERSHIP: (Signature below must be
that of a board member authorized to bind the
corporation).

Approved By:

Signature: _____

Name: _____

Title: _____

Greater Albuquerque Housing Partnership

Date: _____

ATTACHMENT A

INFORMATION REQUIRED PURSUANT TO 2 CFR §200.331

Requirements for Pass-Through Entities	
Federal Award Identification	Community Development Block Grant
Subrecipient Name	Greater Albuquerque Housing Partnership
Subrecipient's Unique Entity Number (DUNS)	788284383
Federal Award Identification Number (FAIN)	B-21-MC-35-0001
Federal Award Date of Award to the Recipient by the Federal Agency	February 21, 2021
Subaward Period of Performance Start and End Date	Start Date: May 10, 2022
	End Date: June 30, 2023
Amount of Federal Funds Obligated by this action by the Pass-Through Entity to the Subrecipient	\$309,728.00
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current obligation	\$6,659,131.65
Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity	\$471,389.00
Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Development Project Infrastructure Improvements
Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
Name of Pass-Through Entity	City of Albuquerque, New Mexico
Contact Information for Awarding Official of the Pass-Through Entity	Carol M. Pierce, Director Department of Family and Community Services P.O. Box 400 Marquette Avenue 5 th Floor, Room 504 Albuquerque, N.M. 505-768-2860 Email address: cpierce@cabq.gov

CFDA Number and Name; the Pass-Through Entity must identify the Dollar Amount made available under each Federal Award and the CFDA Number at Time of Disbursement	CFDA 14.239 CDBG 2021 \$309,728.00
Identification of whether the Award is R & D	N/A
Indirect Cost Rate for the Federal Award	N/A
Contact Information for Subrecipient, including name(s) and title(s) of appropriate persons in Subrecipient's organization; mailing address for notices to Subrecipient; telephone number(s) and email addresses.	Felipe Rael Executive Director 320 Gold SW, Suite 918 Albuquerque NM 87102 505-244-1614 felipe@abqgahp.org

ATTACHMENT B
CDBG PROGRAM YEAR 2021
SCOPE OF SERVICES

A. Goals and Objectives:

1. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives.
 - a. Benefit low and moderate income persons;
 - b. Aid in the prevention or elimination of slums or blight; or
 - c. Meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-Recipient certifies that the activities carried out under this Agreement will meet one or more of the foregoing National Objectives as follows:

The Greater Albuquerque Housing Partnership (GAHP) Hiland Plaza Water and Sewer Improvements program will meet the Low to Moderate Income Clientele National Objective. The program will meet this objective by CDBG regulations at 24 CFR §570.208(a)(2).

2. Local Objectives:

- a. To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
- b. To increase housing stability and individual and family resilience by constructing a 92 mixed use multi-family building located at 5000 Central Avenue SE, which will include 92 mixed income residential units. Of the 92 units, 75 units will be labeled affordable units, for households with incomes at or below 65% Area Median Income (AMI).

B. Scope of Services: The Sub-Recipient shall be responsible for administering a CDBG Program **Year 2021 Hiland Plaza Water and Sewer Improvements Program** in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

1. Service Activities and Outputs:
 - a. Improve the existing water line that will service the households who will reside at Hiland Plaza.

- b. Install three (3) new fire hydrants at the Northeast (NE), Northwest (NW), and Southwest (SW) corners of the property.
 - c. The new water lines will be connected to the existing 6" PVC public distribution on Central Ave. and two locations along Jackson Ave.
 - d. Existing asphalt paving will be cut, removed and patched as needed for a new fire protection water line installation.
 - e. New metered water service will be provided both from the existing 6" water line at Central Ave. and at a new water line extension at Silver Ave. along the full length of the south property line.
 - f. Install a new 8" sanitary sewer line and new 4' diameter manhole along Jackson Ave.
 - g. The existing sanitary sewer line at Silver Ave. will be extended the full length of the south property line.
 - h. All removals, installations and patching of existing roadways, curbs and gutters will be completed per City of Albuquerque Mandatory Design Standards.
2. Service Outcomes/Performance Measures: 100% construction completion of water and sewer improvements.
3. Service Implementation and Reporting:
- a. **Davis Bacon – Semi Annual Labor Standards**
Comply and require contractors and subcontractors to comply with Davis Bacon and Related Acts (DBRA), which shall include, but not be limited to: 1) Ensuring contractors and subcontractors pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits as determined by the appropriate Davis Bacon wage determination and post a printout of the wage determination at the job site; 2) Submitting a list of all subcontractor contact information and award amounts to the City prior to construction; 2) Submitting a construction schedule to the City upon Notice to Proceed to the contractor; 3) Submitting weekly certified payrolls to the City for contractor and all subcontractors; and 4) Assisting City staff in coordinating interviews with laborers and mechanics on the jobsite.
 - b. **Section 3 – HUD Form 60002**

Comply with and ensure subcontractors comply with Section 3 Policies, submit a list of all subcontractor contact information prior to construction start, submit a cumulative HUD Form 60002, along with copies of each contractor's and subcontractor's HUD Form 60002, and submit any additional Section 3 reports requested by the City upon project completion.

- c. **Minority and Women Owned Business Report - HUD Form 2516**
Submit a HUD Form 2516 with all appropriate and accurate documentation on each subcontractor by October 15, 2022 (reporting period is October 1, 2021 through September 30, 2022 and at project closeout (reporting period is from previous report to closeout date).
- d. Subrecipient will submit cumulative quarterly program performance reports covering the Services provided. Reports are due no later than fifteen (15) days after the end of the reporting quarter.
- e. After the building is leased up the Subrecipient will maintain written income documentation in the tenant files showing households residing in the 75 affordable units meet the AMI unit designation assigned to the unit.

SUB-RECIPIENT AGREEMENT
TO PROVIDE CDBG PROGRAM

THIS SUB-RECIPIENT AGREEMENT is made and entered into upon the date of the last signature below (hereinafter referred to as the "Agreement"), by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and **Greater Albuquerque Housing Partnership (GAHP), 320 Gold SW, Suite 918, Albuquerque, NM 87102**, a New Mexico non-profit corporation (the "Sub-recipient").

RECITALS

WHEREAS, the City is the grantee of a Community Development Block Grant (CDBG) award (Federal Award Identification Number **B-21-MC-35-0001** from the U.S. Department of Housing and Urban Development (HUD), dated **February 21, 2021**, which will be used to fund this Agreement; and

WHEREAS, the Community Development Block Grant is recognized by the Catalog of Federal Domestic Assistance as **CFDA #14.218**; and

WHEREAS, the City has appropriated Community Development Block Grant funds ("CDBG Funds") for this purpose through adoption of the 2021 Action Plan of the 2018 – 2022 Consolidated Plan for the U.S. Department of Housing and Urban Development; and

WHEREAS, the City desires to engage the Sub-recipient to administer the CDBG Program identified below as a Sub-recipient of the above-referenced CDBG award; and

WHEREAS, this Agreement will meet one or more CDBG National Objectives and will be administered consistently with HUD regulations; and

WHEREAS, the City has determined that this Agreement is a social services contract within the meaning of §5-5-3 and §5-5-19 A (4) ROA 1994; and

WHEREAS, the Sub-recipient represents that it has the expertise and resources to render such social services; and

WHEREAS, there was a delay in the execution of the Agreement, causing a gap between May 10, 2022 and the execution of the Agreement; and

WHEREAS, the City and the Sub-recipient wish to ratify all actions taken by the parties consistent with this Agreement, from May 10, 2022 through to the date of execution of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Service:

- A. Agreement is a Sub-award: This Agreement constitutes a sub-award of a portion of a certain federal community development block grant award made by the U.S. Department of Housing and Urban Development to the City of Albuquerque as grantee, and in turn from the City to the Sub-recipient. Certain information pertaining to this federal award is required to be included as a part of this Agreement pursuant to 2 CFR §200.331, and is set forth on Attachment A hereto.
- B. Services: The services to be provided by Sub-recipient under this Agreement shall consist of the following: Sub-recipient will be responsible for administering a CDBG Year **2021 Hiland Plaza Sidewalk Improvements** in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant program as set forth on Attachment B.
- C. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: (1) benefit low and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-recipient certifies that each activity carried out under this Agreement will meet one or more of the foregoing National Objectives indicated on Attachment B, together with a description of how each National Objective will be met.

- D. Levels of Accomplishment – Goals and Performance Measures: The levels of accomplishment may include such measures as number of units rehabilitated, persons or households assisted, or meals served, and including time frames for performance, as set forth on Attachment B.
 - E. Performance Monitoring: The City will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.
2. Time of Performance: Services of the Sub-recipient designated herein are to commence on May 10, 2022 and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by June 30, 2023. By signing this Agreement, the parties ratify all actions taken from May 10, 2022 through to the execution

of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on May 10, 2022.

3. Compensation and Method of Payment:

- A. Maximum Compensation: For performing the Services specified in Section 1 of this Agreement, the City agrees to pay the Sub-recipient a total amount not to exceed **SIXTY-EIGHT THOUSAND, SIX HUNDRED SIXTY-ONE AND 00/100 DOLLARS (\$68,661.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Sub-recipient's Services under this Agreement, including all expenditures made and expenses incurred by the Sub-recipient in performing the Services as set forth in the Budget in Attachment C hereto.
- B. Funding Source and Cost Allocation: If more than one funding source is used, a separate budget for each funding source is required. If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the City for approvals, in a form specified by the City.
- C. Method of Payment:
 - (1) The City agrees to pay such sum to the Sub-recipient on a cost reimbursement basis at no more than bi-weekly but no less than quarterly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement and Attachment C shall be reimbursed. The City shall withhold reimbursement to the Sub-recipient for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Sub-recipient is in full compliance with all the terms of this Agreement. Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR §200.302.
 - (2) All requisitions for payment submitted by the Sub-recipient must be supported by documentation of Services provided in the Sub-recipient's files. Sub-recipient shall supply such additional documentation as the City may require.

- (3) Checks issued by the Sub-recipient to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.
 - (4) The funds received by the Sub-recipient under this Agreement shall be spent by the Sub-recipient within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Sub-recipient funds have already been spent.
- D. Program Income: For the purposes of this Agreement, "Program Income" is defined by 24 CFR §570.500(a), and is subject to the requirements set forth in §570.504(c). The Sub-recipient may retain Program Income, and transfers of grant funds by the City to the Sub-recipient shall be adjusted according to the principles described in §570.504(b)(2) (i) and (ii). Sub-recipient may use program income for activities consistent with the Services outlined in Attachment B. All provisions of the written agreement shall apply to the specified activities. Any program income on hand when the Agreement expires, or received after the Agreement's expiration, shall be paid to the City as required by §570.503(b)(8). At the end of the program year, the City may require remittance of all or part of any Program Income balances (including investments thereof) held by the Sub-recipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).
- 4. Budget Revisions: The Sub-recipient shall inform the City of any "line item" revisions to the Budget set forth in Attachment C, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
 - 5. References to Federal Regulations: The federal regulations which the City and Sub-recipient are required to follow are found under the Code of Federal Regulations (CFR). Citations to the CFR in this Agreement are by the number of the CFR title followed by either the Part number or Section number in that particular title (e.g., 24 CFR Part 570; 24 CFR §570.502). The complete text of any regulation cited in this Agreement may be accessed under the electronic Code of Federal Regulations maintained by the U.S. Government Printing Office website at ecfr.gov. It is the responsibility of the Sub-recipient to read and comply with the requirements of all federal regulations cited in this Agreement as well as citations and references contained within the body of those regulations.
 - 6. References to State and Local Laws: The state statutes which the City and Sub-recipient are required to follow are found under the New Mexico Statutes Annotated, 1978 Compilation. Citations in this Agreement are to the number of the chapter followed by the article number and section number (e.g., NMSA 1978 §28-1-2). The complete text of any

statute cited in this Agreement may be accessed electronically at the New Mexico Compilation Commission website. Citations to City ordinances are also to the number of the chapter, followed by the article number, part number (if applicable), and section number under the Revised Ordinances of Albuquerque, 1994 compilation (e.g., §5-5-19 ROA 1994). The complete text of any ordinance cited in this Agreement may be accessed electronically at the City of Albuquerque website.

7. Fiscal Agent, Purchasing Agent, and Personnel Agent:

- A. The Sub-recipient shall serve as its own fiscal agent, purchasing agent, and personnel agent.
- B. The Sub-recipient shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.

8. Performance Monitoring: City will monitor the performance of the Sub-recipient against goals and performance standards as stated above. The Sub-recipient will provide such assistance and information as required by staff of the City's Department of Family and Community Services to monitor and evaluate the performance of the above-mentioned Scope of Services. It is understood that the City's Department of Family and Community Services staff, at its discretion, will perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged. Substandard performance as determined by the City of Albuquerque will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

9. Restrictions on Use of Funds:

- A. The funds provided are subject to the CDBG Regulations found under 24 CFR Part 570.
- B. The funds provided are subject to the federal government's Office of Management and Budget regulations under 2 CFR Part 200 that provide uniform grant guidance on the use of these funds and the responsibilities of the Sub-recipient, and all other applicable uniform requirements as described in 24 CFR §570.502.
- C. The Sub-recipient must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting (2 CFR §200.302).

- D. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low and moderate income residents, defined as residents having 80% or below of the median income of the Albuquerque Standard Metropolitan Statistical Area (SMSA) as provided under 24 CFR §570.200 *et seq.*
 - E. The federal funding in this Agreement shall not be used if there is another source of federal funding for the activities provided hereunder by the Sub-recipient, unless there is written approval by each of the federal agencies who provide the particular grant awards.
10. Reversion of Assets: Upon the expiration of this Agreement, the Sub-recipient shall transfer to the City any CDBG Funds on hand at the time of expiration which were provided by the City to Sub-recipient, including any accounts receivable attributable to the use of CDBG Funds. Any real property under the Sub-recipient's control that was acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the Sub-recipient in the form of a loan) in excess of \$25,000 must be either:
- A. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or
 - B. Not used in accordance with Section 10(A) of this Agreement (24 CFR §570.503(b)(7)(i)), in which event the Sub-recipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is Program Income to the City. (No payment is required after the period of time specified in Section 10(A) of this Agreement.)
- The Sub-recipient shall ensure that any property that was acquired or improved in whole or in part with CDBG Funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section of the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended.
11. Special Provisions: The availability of federal funds for the activities covered by the "Scope of Services" outlined herein and for performance of this Agreement, depends solely on the provision of said funds to the City by the U.S. Department of Housing and Urban Development. The City assumes the responsibility for payment of the compensation due to the Sub-recipient under Section 3 of this Agreement, only to the extent funds for such compensation are made available to the City by HUD.
12. Independent Contractor:

- A. Neither the Sub-recipient nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Sub-recipient is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
- B. The Sub-recipient further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

13. Personnel:

- A. The Sub-recipient represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. Personnel salaries, benefits and other related costs may be paid for from CDBG Funds as authorized in the City Budgets attached hereto.
- B. All the Services required hereunder will be performed by the Sub-recipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or the Services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement, and shall be further subject to the provisions of 2 CFR §200.318 through 2 CFR §200.326 governing procurement.
- C. The Sub-recipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Sub-recipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.
- D. If the Services under this Agreement require the Sub-recipient to work with or be in proximity to children or other vulnerable populations, the Sub-recipient will comply with all applicable requirements contained in the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended.

- E. Sub-recipient will abide by the provisions of 2 CFR §200.420 through 2 CFR §200.475, which provide general provisions for select items of cost, including compensation and fringe benefits for personal service.
14. Indemnity: The Sub-recipient agrees to defend, indemnify and hold harmless the City and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Sub-recipient under this Agreement. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
15. Insurance: The Sub-recipient shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Sub-recipient or its agents. Before commencing the Services, and on the renewal of all coverages, the Sub-recipient shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:
- A. Commercial General Liability Insurance: A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:
- | | |
|-------------|---|
| \$2,000,000 | Per Occurrence |
| \$2,000,000 | Policy Aggregate |
| \$1,000,000 | Products Liability/Completed Operations |
| \$1,000,000 | Personal and Advertising Injury |
| \$ 5,000 | Medical Payments |
- Said policy of insurance must include coverage for all operations performed for the City by the Sub-recipient and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.
- B. Commercial Automobile Liability Insurance (“CAL”): A CAL policy with not less than a \$1,000,000 combined single limit of liability for bodily injury, including

death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

- C. **Workers' Compensation Insurance:** Workers' Compensation Insurance for the Sub-recipient's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico ("Act"). The Sub-recipient must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business.
 - D. **Professional Liability (Errors and Omissions) Insurance:** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
 - E. **Sexual Abuse Molestation Coverage:** Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
 - F. **Cyber Liability Coverage:** Cyber liability insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Sub-recipient may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.
 - G. **Increased Limits:** If, during the term of this Agreement, the City requires the Sub-recipient to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Sub-recipient's compensation will be made.
16. **Other Attachments:** The Sub-recipient must have on file with the City current copies of:
- A. its certificate of nonprofit incorporation;
 - B. the Sub-recipient's articles of incorporation approved by the New Mexico Secretary of State Corporations Bureau;
 - C. a copy of the Sub-recipient's corporate bylaws;
 - D. any license applicable to the Sub-recipient's proposed activities;
 - E. a listing of the current governing board members;

- F. a current organizational chart;
 - G. the Sub-recipient's written personnel policies;
 - H. the Sub-recipient's written accounting policies and procedures;
 - I. the Sub-recipient's written procurement policies and procedures; and
 - J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
 - (1) the major tasks or activities to be performed under this Agreement;
 - (2) the measurable objectives for each task; and
 - (3) the time frame within which the tasks will be accomplished.
17. Representations in Proposal: The City has relied on all representations in Sub-recipient's proposal relevant to this Agreement in awarding this contract and the Sub-recipient warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Sub-recipient shall owe all amounts paid to it as liquidated damages.
18. Notices, Addresses: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Sub-recipient.

For the City, notices may be sent to:

Director, Department of Family and Community Services
P.O. Box 1293
Albuquerque, NM 87103

or for hand delivery:

Director, Department of Family and Community Services
400 Marquette NW, 5th Floor, Room 504
Albuquerque, NM 87102

For the Sub-recipient, notices may be sent to the addresses listed on Attachment A to this Agreement.

19. Compliance with Laws; Required Assurances: During the performance of this Agreement, the Sub-recipient shall comply with the provisions and assurances set forth in this Agreement, and to such additional assurances set forth in Attachment D, to the extent that such assurances are applicable to the Services provided by Sub-recipient and not otherwise provided for in the body of this Agreement. In performing the Services required hereunder, the Sub-recipient shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Sub-recipient shall comply with the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement.
- A. The Sub-recipient will comply with the New Mexico Human Rights Act, NMSA 1978 §28-1-1 *et seq.*, and the City of Albuquerque Human Rights Ordinance, §11-3-1 *et seq.* ROA 1994.
- B. Use of Funds for Sectarian Religious Purposes: The Sub-recipient covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
- (1) there will be no religious test for admission for services;
 - (2) there will be no requirement for attendance at religious services;
 - (3) there will be no inquiry as to a client's religious preference or affiliation;
 - (4) there will be no proselytizing; and
 - (5) the Services provided will be essentially secular.
- C. Lobbying: The Sub-recipient understands that utilization of any federally appropriated funds provided to the Sub-recipient by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Sub-recipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. *See Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended, for certifications and applicable rules.
- D. No Collusion: The Sub-recipient covenants and warrants that this Agreement is entered into by the Sub-recipient without collusion on the part of the Sub-recipient with any person or firm, without fraud and in good faith. The Sub-recipient also covenants and warrants that no gratuities, in the form of entertainment, gifts or

otherwise, were, or during the term of this Agreement, will be offered or given by the Sub-recipient or any agent or representative of the Sub-recipient to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

- E. Small, Minority, and Women's Business: The Sub-recipient will use its best effort to afford small businesses, minority business, enterprises, women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in the Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- F. Recognition of Support: The Sub-recipient shall insure recognition of the role of the City and HUD in the provision of Services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source (CDBG). In addition, the Sub-recipient will include a reference to the support provided herein in all publications made available under this Agreement.
- G. Drug-Free Workplace: Pursuant to 2 CFR Part 182, the Sub-recipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug-Free Workplace Act of 1988" (P.L. 100-690) and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.

20. Reports and Information:

- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the Department of Family and Community Services of the City of Albuquerque, such statements, records, data and information as the appropriate funding entity or the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Sub-recipient will not release any information concerning any work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

- B. The Sub-recipient will provide to the Department of Family and Community Services cumulative quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting quarter, and shall be in accordance with City of Albuquerque reporting instructions.
 - C. The Sub-recipient will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.
21. Open Meetings Requirements: Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* ROA 1994, Public Interest Organizations. The Sub-recipient agrees to comply with all such requirements, if applicable.
22. Active Board:
- A. The non-profit Sub-recipient must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
 - B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.
23. Debarment, Suspension, Ineligibility and Exclusion Compliance: Pursuant to the provisions of 2 CFR Part 180:
- A. The Sub-recipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.
 - B. The Sub-recipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Sub-recipient, the Sub-recipient will notify the City immediately.
 - C. The Sub-recipient as well as all subcontractors must register with System for Award Management (SAM), <https://sam.gov> in order to provide the City with documentation that neither the Sub-recipient nor any of its subcontractors have been federally debarred or suspended. The documentation for the Sub-recipient and all subcontractors must be on file in order to receive federal funds.

- D. The Sub-recipient shall verify and document that construction contractors report accurate license numbers for all new subcontractors used in the federally funded projects and that these NM state numbers are checked against existing state and federal debarment listings.
24. Establishment and Maintenance of Records: Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the Department of Family and Community Services of the City, such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement.
25. Audits and Inspections:
- A. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Sub-recipient's records with respect to all matters covered by this Agreement. The Sub-recipient shall permit the City and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. (1) Pursuant to 2 CFR §200.501(a), contractors who expend \$750,000 or more of federal funds during the year shall have an audit conducted in accordance with Subpart F and the Compliance Supplement to 2 CFR Part 200 (Appendix XI). The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement.
- (2) Sub-recipients who are exempt from federal audit requirement under 2 CFR §200.501(d), but who receive \$25,000 or more in funding from the City, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.
26. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps,

in an appropriate block): Name of the City, month and year of the preparation, name of the Sub-recipient and descriptive title.

28. Conflict of Interest:

- A. In the procurement of supplies, equipment, construction and services by the Sub-recipient, the conflict of interest provisions in 2 CFR §200.318 shall apply.
- B. In all cases not governed by 2 CFR §200.318, the provisions of 24 CFR §570.611 shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its sub-recipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, §570.204, §570.455, or §570.703(i)).
- C. In addition to federal requirements, Sub-recipient must comply with City Ordinance §5-5-22 ROA 1994 regarding ethical conduct, which requires that no member, officer, or employee of the Sub-recipient, or any other persons who exercises any functions or responsibilities with respect to the programs of the Sub-recipient during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section.

29. Assignability: The Sub-recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the City thereto.

30. Termination for Cause:

- A. If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Sub-recipient under this Agreement shall, at the option of the City, become its property, and the Sub-recipient shall be entitled

to receive just and equitable compensation for any work satisfactorily completed hereunder.

- B. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Sub-recipient, and the City may withhold any payments to the Sub-recipient for the purposes of set-off until such time as the exact amount of damages due the City from the Sub-recipient is determined.
 - C. In accordance with 2 CFR Part 2424, the City may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include, but not limited to, failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time; failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement; ineffective or improper use of funds provided under this Agreement; and submission by the Sub-recipient to the City reports that are incorrect or incomplete in any material respect.
31. Termination for Convenience by the City: The City may terminate this Agreement without cause at any time for convenience by giving at least forty-five (45) days' notice in writing to the Sub-recipient. If the Sub-recipient is terminated by the City as provided herein, the Sub-recipient will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Sub-recipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Sub-recipient, the preceding Section hereof relative to termination shall apply.
32. Force Majeure: The City shall not be liable for failure to perform its obligations under the Agreement due to causes beyond the control and without the fault or negligence of either party. Such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under the Agreement.
33. Appropriations: Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by

the City to the Sub-recipient. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the vendor and shall be final.

34. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
35. Enforcement: The Sub-recipient agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
36. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
37. Amendment to Agreement: Amendments to this Agreement shall be in writing and shall be signed by all parties.
38. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque, in addition to federal laws and regulations which apply to this Agreement.
39. Forum Selection: Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.
40. Ethics and Campaign Practices: The Sub-recipient agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") or the City of Albuquerque's Inspector General with any records or information pertaining in any manner to this Agreement whenever such records or information are within the Sub-recipient's custody, are germane to an investigation authorized by the Board and are requested by the Board. The Sub-recipient further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The Sub-recipient agrees to require that all subcontractors or sub-consultants employed by the Sub-recipient for any of the Services performed under the terms of this Agreement shall agree in writing to comply with the provisions of this Section. The Sub-recipient and its sub-consultants or subcontractors shall not be compensated for its time or any costs it incurs in complying with the requirements of this Section.

41. Approval Required: This Agreement shall not become effective or binding until signed by the highest approval authority required by the City under this Agreement.
42. Electronic Signatures: Authenticated electronic signatures are legally acceptable pursuant to NMSA 1978 §14-16-7. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Sub-recipient have executed this Agreement upon the date of the last signature below.

CITY OF ALBUQUERQUE

Approved By:

Lawrence Rael
Interim Chief Administrative Officer

Date: _____

Carol M. Pierce, Director
Department of Family and Community
Services

Date: _____

GREATER ALBUQUERQUE HOUSING
PARTNERSHIP: (Signature below must be
that of a board member authorized to bind the
corporation).

Approved By:

Signature: _____

Name: _____

Title: _____

Greater Albuquerque Housing Partnership

Date: _____

ATTACHMENT A

INFORMATION REQUIRED PURSUANT TO 2 CFR §200.331

Requirements for Pass-Through Entities	
Federal Award Identification	Community Development Block Grant
Subrecipient Name	Greater Albuquerque Housing Partnership
Subrecipient's Unique Entity Number (DUNS)	788284383
Federal Award Identification Number (FAIN)	B-21-MC-35-0001
Federal Award Date of Award to the Recipient by the Federal Agency	February 21, 2021
Subaward Period of Performance Start and End Date	Start Date: May 10, 2022
	End Date: June 30, 2023
Amount of Federal Funds Obligated by this action by the Pass-Through Entity to the Subrecipient	\$68,661.00
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current obligation	\$6,659,131.65
Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity	\$471,389.00
Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Development Project Infrastructure Improvements
Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
Name of Pass-Through Entity	City of Albuquerque, New Mexico
Contact Information for Awarding Official of the Pass-Through Entity	Carol M. Pierce, Director Department of Family and Community Services P.O. Box 400 Marquette Avenue 5 th Floor, Room 504 Albuquerque, N.M. 505-768-2860

	Email address: cpierce@cabq.gov
CFDA Number and Name; the Pass-Through Entity must identify the Dollar Amount made available under each Federal Award and the CFDA Number at Time of Disbursement	CFDA 14.239 CDBG 2021 \$68,661.00
Identification of whether the Award is R & D	N/A
Indirect Cost Rate for the Federal Award	N/A
Contact Information for Subrecipient, including name(s) and title(s) of appropriate persons in Subrecipient's organization; mailing address for notices to Subrecipient; telephone number(s) and email addresses.	Felipe Rael Executive Director 320 Gold SW, Suite 918 Albuquerque NM 87102 505-244-1614 felipe@abqgahp.org

ATTACHMENT B
CDBG PROGRAM YEAR 2021
SCOPE OF SERVICES

A. Goals and Objectives:

1. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives.
 - a. Benefit low and moderate income persons;
 - b. Aid in the prevention or elimination of slums or blight; or
 - c. Meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-Recipient certifies that the activities carried out under this Agreement will meet one or more of the foregoing National Objectives as follows:

The Greater Albuquerque Housing Partnership (GAHP) Hiland Plaza Sidewalk Improvements program will meet the Low to Moderate Income Clientele National Objective. The program will meet this objective by CDBG regulations at 24 CFR §570.208(a)(2).

2. Local Objectives:

- a. To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
- b. To increase housing stability and individual and family resilience by constructing a 92 mixed use multi-family building located at 5000 Central Avenue SE, which will include 92 mixed income residential units. Of the 92 units, 75 units will be labeled affordable units, for households with incomes at or below 65% Area Median Income (AMI).

B. Scope of Services: The Sub-Recipient shall be responsible for administering a CDBG Program **Year 2021 Hiland Plaza Sidewalk Improvements Program** in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

1. Service Activities and Outputs:
 - a. Remove and replace the existing sidewalk along Central Ave., Jackson Ave., and Silver Ave. to comply with the current City of Albuquerque Integrated Development Ordinance.

- b. New sidewalks will be placed to provide a landscape buffer between the back of the curb and the public sidewalk.
 - c. The new sidewalks will meet the required minimum widths and will be ADA accessible which includes new curb ramps.
- 2. Service Outcomes/Performance Measures: 100% construction completion of sidewalk improvements.
- 3. Service Implementation and Reporting:
 - a. **Davis Bacon – Semi Annual Labor Standards**
Comply and require contractors and subcontractors to comply with Davis Bacon and Related Acts (DBRA), which shall include, but not be limited to: 1) Ensuring contractors and subcontractors pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits as determined by the appropriate Davis Bacon wage determination and post a printout of the wage determination at the job site; 2) Submitting a list of all subcontractor contact information and award amounts to the City prior to construction; 2) Submitting a construction schedule to the City upon Notice to Proceed to the contractor; 3) Submitting weekly certified payrolls to the City for contractor and all subcontractors; and 4) Assisting City staff in coordinating interviews with laborers and mechanics on the jobsite.
 - b. **Section 3 – HUD Form 60002**
Comply with and ensure subcontractors comply with Section 3 Policies, submit a list of all subcontractor contact information prior to construction start, submit a cumulative HUD Form 60002, along with copies of each contractor's and subcontractor's HUD Form 60002, and submit any additional Section 3 reports requested by the City upon project completion.
 - c. **Minority and Women Owned Business Report - HUD Form 2516**
Submit a HUD Form 2516 with all appropriate and accurate documentation on each subcontractor by October 15, 2022 (reporting period is October 1, 2021 through September 30, 2022 and at project closeout (reporting period is from previous report to closeout date).
 - d. Subrecipient will submit cumulative quarterly program performance reports covering the Services provided. Reports are due no later than fifteen (15) days after the end of the reporting quarter.

- e. After the building is leased up the Subrecipient will maintain written income documentation in the tenant files showing households residing in the 75 affordable units meet the AMI unit designation assigned to the unit.

SUB-RECIPIENT AGREEMENT
TO PROVIDE CDBG PROGRAM

THIS SUB-RECIPIENT AGREEMENT is made and entered into upon the date of the last signature below (hereinafter referred to as the "Agreement"), by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and **Greater Albuquerque Housing Partnership (GAHP), 320 Gold SW, Suite 918, Albuquerque, NM 87102**, a New Mexico non-profit corporation (the "Sub-recipient").

RECITALS

WHEREAS, the City is the grantee of a Community Development Block Grant (CDBG) award (Federal Award Identification Number **B-21-MC-35-0001** from the U.S. Department of Housing and Urban Development (HUD), dated **February 21, 2021**, which will be used to fund this Agreement; and

WHEREAS, the Community Development Block Grant is recognized by the Catalog of Federal Domestic Assistance as **CFDA #14.218**; and

WHEREAS, the City has appropriated Community Development Block Grant funds ("CDBG Funds") for this purpose through adoption of the 2021 Action Plan of the 2018 – 2022 Consolidated Plan for the U.S. Department of Housing and Urban Development; and

WHEREAS, the City desires to engage the Sub-recipient to administer the CDBG Program identified below as a Sub-recipient of the above-referenced CDBG award; and

WHEREAS, this Agreement will meet one or more CDBG National Objectives and will be administered consistently with HUD regulations; and

WHEREAS, the City has determined that this Agreement is a social services contract within the meaning of §5-5-3 and §5-5-19 A (4) ROA 1994; and

WHEREAS, the Sub-recipient represents that it has the expertise and resources to render such social services; and

WHEREAS, there was a delay in the execution of the Agreement, causing a gap between May 10, 2022 and the execution of the Agreement; and

WHEREAS, the City and the Sub-recipient wish to ratify all actions taken by the parties consistent with this Agreement, from May 10, 2022 through to the date of execution of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Service:

- A. Agreement is a Sub-award: This Agreement constitutes a sub-award of a portion of a certain federal community development block grant award made by the U.S. Department of Housing and Urban Development to the City of Albuquerque as grantee, and in turn from the City to the Sub-recipient. Certain information pertaining to this federal award is required to be included as a part of this Agreement pursuant to 2 CFR §200.331, and is set forth on Attachment A hereto.
- B. Services: The services to be provided by Sub-recipient under this Agreement shall consist of the following: Sub-recipient will be responsible for administering a CDBG Year **2021 Hiland Plaza Street Improvements** in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant program as set forth on Attachment B.
- C. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: (1) benefit low and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-recipient certifies that each activity carried out under this Agreement will meet one or more of the foregoing National Objectives indicated on Attachment B, together with a description of how each National Objective will be met.

- D. Levels of Accomplishment – Goals and Performance Measures: The levels of accomplishment may include such measures as number of units rehabilitated, persons or households assisted, or meals served, and including time frames for performance, as set forth on Attachment B.
 - E. Performance Monitoring: The City will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.
2. Time of Performance: Services of the Sub-recipient designated herein are to commence on May 10, 2022 and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by June 30, 2023. By signing this Agreement, the parties ratify all actions taken from May 10, 2022 through to the execution

of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on May 10, 2022.

3. Compensation and Method of Payment:

- A. Maximum Compensation: For performing the Services specified in Section 1 of this Agreement, the City agrees to pay the Sub-recipient a total amount not to exceed **NINETY-THREE THOUSAND, NINE HUNDRED AND 00/100 DOLLARS (\$93,900.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Sub-recipient's Services under this Agreement, including all expenditures made and expenses incurred by the Sub-recipient in performing the Services as set forth in the Budget in Attachment C hereto.
- B. Funding Source and Cost Allocation: If more than one funding source is used, a separate budget for each funding source is required. If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the City for approvals, in a form specified by the City.
- C. Method of Payment:
 - (1) The City agrees to pay such sum to the Sub-recipient on a cost reimbursement basis at no more than bi-weekly but no less than quarterly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement and Attachment C shall be reimbursed. The City shall withhold reimbursement to the Sub-recipient for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Sub-recipient is in full compliance with all the terms of this Agreement. Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR §200.302.
 - (2) All requisitions for payment submitted by the Sub-recipient must be supported by documentation of Services provided in the Sub-recipient's files. Sub-recipient shall supply such additional documentation as the City may require.

- (3) Checks issued by the Sub-recipient to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.
 - (4) The funds received by the Sub-recipient under this Agreement shall be spent by the Sub-recipient within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Sub-recipient funds have already been spent.
- D. Program Income: For the purposes of this Agreement, "Program Income" is defined by 24 CFR §570.500(a), and is subject to the requirements set forth in §570.504(c). The Sub-recipient may retain Program Income, and transfers of grant funds by the City to the Sub-recipient shall be adjusted according to the principles described in §570.504(b)(2) (i) and (ii). Sub-recipient may use program income for activities consistent with the Services outlined in Attachment B. All provisions of the written agreement shall apply to the specified activities. Any program income on hand when the Agreement expires, or received after the Agreement's expiration, shall be paid to the City as required by §570.503(b)(8). At the end of the program year, the City may require remittance of all or part of any Program Income balances (including investments thereof) held by the Sub-recipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).
- 4. Budget Revisions: The Sub-recipient shall inform the City of any "line item" revisions to the Budget set forth in Attachment C, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
 - 5. References to Federal Regulations: The federal regulations which the City and Sub-recipient are required to follow are found under the Code of Federal Regulations (CFR). Citations to the CFR in this Agreement are by the number of the CFR title followed by either the Part number or Section number in that particular title (e.g., 24 CFR Part 570; 24 CFR §570.502). The complete text of any regulation cited in this Agreement may be accessed under the electronic Code of Federal Regulations maintained by the U.S. Government Printing Office website at ecfr.gov. It is the responsibility of the Sub-recipient to read and comply with the requirements of all federal regulations cited in this Agreement as well as citations and references contained within the body of those regulations.
 - 6. References to State and Local Laws: The state statutes which the City and Sub-recipient are required to follow are found under the New Mexico Statutes Annotated, 1978 Compilation. Citations in this Agreement are to the number of the chapter followed by the article number and section number (e.g., NMSA 1978 §28-1-2). The complete text of any

statute cited in this Agreement may be accessed electronically at the New Mexico Compilation Commission website. Citations to City ordinances are also to the number of the chapter, followed by the article number, part number (if applicable), and section number under the Revised Ordinances of Albuquerque, 1994 compilation (e.g., §5-5-19 ROA 1994). The complete text of any ordinance cited in this Agreement may be accessed electronically at the City of Albuquerque website.

7. Fiscal Agent, Purchasing Agent, and Personnel Agent:

- A. The Sub-recipient shall serve as its own fiscal agent, purchasing agent, and personnel agent.
- B. The Sub-recipient shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.

8. Performance Monitoring: City will monitor the performance of the Sub-recipient against goals and performance standards as stated above. The Sub-recipient will provide such assistance and information as required by staff of the City's Department of Family and Community Services to monitor and evaluate the performance of the above-mentioned Scope of Services. It is understood that the City's Department of Family and Community Services staff, at its discretion, will perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged. Substandard performance as determined by the City of Albuquerque will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

9. Restrictions on Use of Funds:

- A. The funds provided are subject to the CDBG Regulations found under 24 CFR Part 570.
- B. The funds provided are subject to the federal government's Office of Management and Budget regulations under 2 CFR Part 200 that provide uniform grant guidance on the use of these funds and the responsibilities of the Sub-recipient, and all other applicable uniform requirements as described in 24 CFR §570.502.
- C. The Sub-recipient must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting (2 CFR §200.302).

- D. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low and moderate income residents, defined as residents having 80% or below of the median income of the Albuquerque Standard Metropolitan Statistical Area (SMSA) as provided under 24 CFR §570.200 *et seq.*
 - E. The federal funding in this Agreement shall not be used if there is another source of federal funding for the activities provided hereunder by the Sub-recipient, unless there is written approval by each of the federal agencies who provide the particular grant awards.
10. Reversion of Assets: Upon the expiration of this Agreement, the Sub-recipient shall transfer to the City any CDBG Funds on hand at the time of expiration which were provided by the City to Sub-recipient, including any accounts receivable attributable to the use of CDBG Funds. Any real property under the Sub-recipient's control that was acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the Sub-recipient in the form of a loan) in excess of \$25,000 must be either:
- A. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or
 - B. Not used in accordance with Section 10(A) of this Agreement (24 CFR §570.503(b)(7)(i)), in which event the Sub-recipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is Program Income to the City. (No payment is required after the period of time specified in Section 10(A) of this Agreement.)
- The Sub-recipient shall ensure that any property that was acquired or improved in whole or in part with CDBG Funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section of the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended.
11. Special Provisions: The availability of federal funds for the activities covered by the "Scope of Services" outlined herein and for performance of this Agreement, depends solely on the provision of said funds to the City by the U.S. Department of Housing and Urban Development. The City assumes the responsibility for payment of the compensation due to the Sub-recipient under Section 3 of this Agreement, only to the extent funds for such compensation are made available to the City by HUD.
12. Independent Contractor:

- A. Neither the Sub-recipient nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Sub-recipient is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
- B. The Sub-recipient further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

13. Personnel:

- A. The Sub-recipient represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. Personnel salaries, benefits and other related costs may be paid for from CDBG Funds as authorized in the City Budgets attached hereto.
- B. All the Services required hereunder will be performed by the Sub-recipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or the Services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement, and shall be further subject to the provisions of 2 CFR §200.318 through 2 CFR §200.326 governing procurement.
- C. The Sub-recipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Sub-recipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.
- D. If the Services under this Agreement require the Sub-recipient to work with or be in proximity to children or other vulnerable populations, the Sub-recipient will comply with all applicable requirements contained in the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended.

- E. Sub-recipient will abide by the provisions of 2 CFR §200.420 through 2 CFR §200.475, which provide general provisions for select items of cost, including compensation and fringe benefits for personal service.
14. Indemnity: The Sub-recipient agrees to defend, indemnify and hold harmless the City and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Sub-recipient under this Agreement. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
15. Insurance: The Sub-recipient shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Sub-recipient or its agents. Before commencing the Services, and on the renewal of all coverages, the Sub-recipient shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:
- A. Commercial General Liability Insurance: A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:
- | | |
|-------------|---|
| \$2,000,000 | Per Occurrence |
| \$2,000,000 | Policy Aggregate |
| \$1,000,000 | Products Liability/Completed Operations |
| \$1,000,000 | Personal and Advertising Injury |
| \$ 5,000 | Medical Payments |
- Said policy of insurance must include coverage for all operations performed for the City by the Sub-recipient and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.
- B. Commercial Automobile Liability Insurance (“CAL”): A CAL policy with not less than a \$1,000,000 combined single limit of liability for bodily injury, including

death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

- C. **Workers' Compensation Insurance:** Workers' Compensation Insurance for the Sub-recipient's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico ("Act"). The Sub-recipient must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business.
 - D. **Professional Liability (Errors and Omissions) Insurance:** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
 - E. **Sexual Abuse Molestation Coverage:** Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
 - F. **Cyber Liability Coverage:** Cyber liability insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Sub-recipient may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.
 - G. **Increased Limits:** If, during the term of this Agreement, the City requires the Sub-recipient to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Sub-recipient's compensation will be made.
16. **Other Attachments:** The Sub-recipient must have on file with the City current copies of:
- A. its certificate of nonprofit incorporation;
 - B. the Sub-recipient's articles of incorporation approved by the New Mexico Secretary of State Corporations Bureau;
 - C. a copy of the Sub-recipient's corporate bylaws;
 - D. any license applicable to the Sub-recipient's proposed activities;
 - E. a listing of the current governing board members;

- F. a current organizational chart;
 - G. the Sub-recipient's written personnel policies;
 - H. the Sub-recipient's written accounting policies and procedures;
 - I. the Sub-recipient's written procurement policies and procedures; and
 - J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
 - (1) the major tasks or activities to be performed under this Agreement;
 - (2) the measurable objectives for each task; and
 - (3) the time frame within which the tasks will be accomplished.
17. Representations in Proposal: The City has relied on all representations in Sub-recipient's proposal relevant to this Agreement in awarding this contract and the Sub-recipient warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Sub-recipient shall owe all amounts paid to it as liquidated damages.
18. Notices, Addresses: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Sub-recipient.

For the City, notices may be sent to:

Director, Department of Family and Community Services
P.O. Box 1293
Albuquerque, NM 87103

or for hand delivery:

Director, Department of Family and Community Services
400 Marquette NW, 5th Floor, Room 504
Albuquerque, NM 87102

For the Sub-recipient, notices may be sent to the addresses listed on Attachment A to this Agreement.

19. Compliance with Laws; Required Assurances: During the performance of this Agreement, the Sub-recipient shall comply with the provisions and assurances set forth in this Agreement, and to such additional assurances set forth in Attachment D, to the extent that such assurances are applicable to the Services provided by Sub-recipient and not otherwise provided for in the body of this Agreement. In performing the Services required hereunder, the Sub-recipient shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Sub-recipient shall comply with the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement.
- A. The Sub-recipient will comply with the New Mexico Human Rights Act, NMSA 1978 §28-1-1 *et seq.*, and the City of Albuquerque Human Rights Ordinance, §11-3-1 *et seq.* ROA 1994.
- B. Use of Funds for Sectarian Religious Purposes: The Sub-recipient covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
- (1) there will be no religious test for admission for services;
 - (2) there will be no requirement for attendance at religious services;
 - (3) there will be no inquiry as to a client's religious preference or affiliation;
 - (4) there will be no proselytizing; and
 - (5) the Services provided will be essentially secular.
- C. Lobbying: The Sub-recipient understands that utilization of any federally appropriated funds provided to the Sub-recipient by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Sub-recipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. *See Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended, for certifications and applicable rules.
- D. No Collusion: The Sub-recipient covenants and warrants that this Agreement is entered into by the Sub-recipient without collusion on the part of the Sub-recipient with any person or firm, without fraud and in good faith. The Sub-recipient also covenants and warrants that no gratuities, in the form of entertainment, gifts or

otherwise, were, or during the term of this Agreement, will be offered or given by the Sub-recipient or any agent or representative of the Sub-recipient to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

- E. Small, Minority, and Women's Business: The Sub-recipient will use its best effort to afford small businesses, minority business, enterprises, women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in the Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- F. Recognition of Support: The Sub-recipient shall insure recognition of the role of the City and HUD in the provision of Services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source (CDBG). In addition, the Sub-recipient will include a reference to the support provided herein in all publications made available under this Agreement.
- G. Drug-Free Workplace: Pursuant to 2 CFR Part 182, the Sub-recipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug-Free Workplace Act of 1988" (P.L. 100-690) and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.

20. Reports and Information:

- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the Department of Family and Community Services of the City of Albuquerque, such statements, records, data and information as the appropriate funding entity or the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Sub-recipient will not release any information concerning any work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

- B. The Sub-recipient will provide to the Department of Family and Community Services cumulative quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting quarter, and shall be in accordance with City of Albuquerque reporting instructions.
 - C. The Sub-recipient will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.
21. Open Meetings Requirements: Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* ROA 1994, Public Interest Organizations. The Sub-recipient agrees to comply with all such requirements, if applicable.
22. Active Board:
- A. The non-profit Sub-recipient must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
 - B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.
23. Debarment, Suspension, Ineligibility and Exclusion Compliance: Pursuant to the provisions of 2 CFR Part 180:
- A. The Sub-recipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.
 - B. The Sub-recipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Sub-recipient, the Sub-recipient will notify the City immediately.
 - C. The Sub-recipient as well as all subcontractors must register with System for Award Management (SAM), <https://sam.gov> in order to provide the City with documentation that neither the Sub-recipient nor any of its subcontractors have been federally debarred or suspended. The documentation for the Sub-recipient and all subcontractors must be on file in order to receive federal funds.

- D. The Sub-recipient shall verify and document that construction contractors report accurate license numbers for all new subcontractors used in the federally funded projects and that these NM state numbers are checked against existing state and federal debarment listings.
24. Establishment and Maintenance of Records: Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the Department of Family and Community Services of the City, such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement.
25. Audits and Inspections:
- A. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Sub-recipient's records with respect to all matters covered by this Agreement. The Sub-recipient shall permit the City and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. (1) Pursuant to 2 CFR §200.501(a), contractors who expend \$750,000 or more of federal funds during the year shall have an audit conducted in accordance with Subpart F and the Compliance Supplement to 2 CFR Part 200 (Appendix XI). The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement.
- (2) Sub-recipients who are exempt from federal audit requirement under 2 CFR §200.501(d), but who receive \$25,000 or more in funding from the City, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.
26. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps,

in an appropriate block): Name of the City, month and year of the preparation, name of the Sub-recipient and descriptive title.

28. Conflict of Interest:

- A. In the procurement of supplies, equipment, construction and services by the Sub-recipient, the conflict of interest provisions in 2 CFR §200.318 shall apply.
- B. In all cases not governed by 2 CFR §200.318, the provisions of 24 CFR §570.611 shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its sub-recipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, §570.204, §570.455, or §570.703(i)).
- C. In addition to federal requirements, Sub-recipient must comply with City Ordinance §5-5-22 ROA 1994 regarding ethical conduct, which requires that no member, officer, or employee of the Sub-recipient, or any other persons who exercises any functions or responsibilities with respect to the programs of the Sub-recipient during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section.

29. Assignability: The Sub-recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the City thereto.

30. Termination for Cause:

- A. If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Sub-recipient under this Agreement shall, at the option of the City, become its property, and the Sub-recipient shall be entitled

to receive just and equitable compensation for any work satisfactorily completed hereunder.

- B. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Sub-recipient, and the City may withhold any payments to the Sub-recipient for the purposes of set-off until such time as the exact amount of damages due the City from the Sub-recipient is determined.
 - C. In accordance with 2 CFR Part 2424, the City may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include, but not limited to, failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time; failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement; ineffective or improper use of funds provided under this Agreement; and submission by the Sub-recipient to the City reports that are incorrect or incomplete in any material respect.
31. Termination for Convenience by the City: The City may terminate this Agreement without cause at any time for convenience by giving at least forty-five (45) days' notice in writing to the Sub-recipient. If the Sub-recipient is terminated by the City as provided herein, the Sub-recipient will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Sub-recipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Sub-recipient, the preceding Section hereof relative to termination shall apply.
32. Force Majeure: The City shall not be liable for failure to perform its obligations under the Agreement due to causes beyond the control and without the fault or negligence of either party. Such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under the Agreement.
33. Appropriations: Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by

the City to the Sub-recipient. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the vendor and shall be final.

34. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
35. Enforcement: The Sub-recipient agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
36. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
37. Amendment to Agreement: Amendments to this Agreement shall be in writing and shall be signed by all parties.
38. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque, in addition to federal laws and regulations which apply to this Agreement.
39. Forum Selection: Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.
40. Ethics and Campaign Practices: The Sub-recipient agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") or the City of Albuquerque's Inspector General with any records or information pertaining in any manner to this Agreement whenever such records or information are within the Sub-recipient's custody, are germane to an investigation authorized by the Board and are requested by the Board. The Sub-recipient further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The Sub-recipient agrees to require that all subcontractors or sub-consultants employed by the Sub-recipient for any of the Services performed under the terms of this Agreement shall agree in writing to comply with the provisions of this Section. The Sub-recipient and its sub-consultants or subcontractors shall not be compensated for its time or any costs it incurs in complying with the requirements of this Section.

41. Approval Required: This Agreement shall not become effective or binding until signed by the highest approval authority required by the City under this Agreement.
42. Electronic Signatures: Authenticated electronic signatures are legally acceptable pursuant to NMSA 1978 §14-16-7. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Sub-recipient have executed this Agreement upon the date of the last signature below.

CITY OF ALBUQUERQUE

Approved By:

Lawrence Rael
Interim Chief Administrative Officer

Date: _____

Carol M. Pierce, Director
Department of Family and Community
Services

Date: _____

GREATER ALBUQUERQUE HOUSING
PARTNERSHIP: (Signature below must be
that of a board member authorized to bind the
corporation).

Approved By:

Signature: _____

Name: _____

Title: _____

Greater Albuquerque Housing Partnership

Date: _____

ATTACHMENT A

INFORMATION REQUIRED PURSUANT TO 2 CFR §200.331

Requirements for Pass-Through Entities	
Federal Award Identification	Community Development Block Grant
Subrecipient Name	Greater Albuquerque Housing Partnership
Subrecipient's Unique Entity Number (DUNS)	788284383
Federal Award Identification Number (FAIN)	B-21-MC-35-0001
Federal Award Date of Award to the Recipient by the Federal Agency	February 21, 2021
Subaward Period of Performance Start and End Date	Start Date: May 10, 2022
	End Date: June 30, 2023
Amount of Federal Funds Obligated by this action by the Pass-Through Entity to the Subrecipient	\$93,900.00
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current obligation	\$6,659,131.65
Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity	\$471,389.00
Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Development Project Infrastructure Improvements
Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
Name of Pass-Through Entity	City of Albuquerque, New Mexico
Contact Information for Awarding Official of the Pass-Through Entity	Carol M. Pierce, Director Department of Family and Community Services P.O. Box 400 Marquette Avenue 5 th Floor, Room 504 Albuquerque, N.M.

	505-768-2860 Email address: cpierce@cabq.gov
CFDA Number and Name; the Pass-Through Entity must identify the Dollar Amount made available under each Federal Award and the CFDA Number at Time of Disbursement	CFDA 14.239 CDBG 2021 \$93,900.00
Identification of whether the Award is R & D	N/A
Indirect Cost Rate for the Federal Award	N/A
Contact Information for Subrecipient, including name(s) and title(s) of appropriate persons in Subrecipient's organization; mailing address for notices to Subrecipient; telephone number(s) and email addresses.	Felipe Rael Executive Director 320 Gold SW, Suite 918 Albuquerque NM 87102 505-244-1614 felipe@abqgahp.org

ATTACHMENT B
CDBG PROGRAM YEAR 2021
SCOPE OF SERVICES

A. Goals and Objectives:

1. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives.
 - a. Benefit low and moderate income persons;
 - b. Aid in the prevention or elimination of slums or blight; or
 - c. Meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-Recipient certifies that the activities carried out under this Agreement will meet one or more of the foregoing National Objectives as follows:

The Greater Albuquerque Housing Partnership (GAHP) Hiland Plaza Street Improvements program will meet the Low to Moderate Income Clientele National Objective. The program will meet this objective by CDBG regulations at 24 CFR §570.208(a)(2).

2. Local Objectives:

- a. To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
- b. To increase housing stability and individual and family resilience by constructing a 92 mixed use multi-family building located at 5000 Central Avenue SE, which will include 92 mixed income residential units. Of the 92 units, 75 units will be labeled affordable units, for households with incomes at or below 65% Area Median Income (AMI).

B. Scope of Services: The Sub-Recipient shall be responsible for administering a CDBG Program **Year 2021 Hiland Plaza Street Improvements Program** in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

1. Service Activities and Outputs:
 - a. Remove and replace street improvements that will service the households who will reside at Hiland Plaza to comply with the current zoning regulations.

- b. Salvage, store and reinstall three (3) existing streetlights.
 - c. Install landscape buffers no less than 6" between public sidewalk and back of curb.
 - d. Plant trees with irrigation along Central, Jackson and Silver Ave. Per the site development plan approved by the COA Design Review Board.
 - e. Ensure existing curb and gutter remain where not disturbed by new utility connections.
 - f. Remove existing drive pad on Central and Jackson. Patch with new curb and gutter for new site access from Silver to provide two (2) accessible parking spaces with ramp access to public sidewalks along Jackson Ave.
2. Service Outcomes/Performance Measures: 100% construction completion of street improvements.
3. Service Implementation and Reporting:
- a. **Davis Bacon – Semi Annual Labor Standards**
Comply and require contractors and subcontractors to comply with Davis Bacon and Related Acts (DBRA), which shall include, but not be limited to: 1) Ensuring contractors and subcontractors pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits as determined by the appropriate Davis Bacon wage determination and post a printout of the wage determination at the job site; 2) Submitting a list of all subcontractor contact information and award amounts to the City prior to construction; 2) Submitting a construction schedule to the City upon Notice to Proceed to the contractor; 3) Submitting weekly certified payrolls to the City for contractor and all subcontractors; and 4) Assisting City staff in coordinating interviews with laborers and mechanics on the jobsite.
 - b. **Section 3 – HUD Form 60002**
Comply with and ensure subcontractors comply with Section 3 Policies, submit a list of all subcontractor contact information prior to construction start, submit a cumulative HUD Form 60002, along with copies of each contractor's and subcontractor's HUD Form 60002, and submit any additional Section 3 reports requested by the City upon project completion.
 - c. **Minority and Women Owned Business Report - HUD Form 2516**

Submit a HUD Form 2516 with all appropriate and accurate documentation on each subcontractor by October 15, 2022 (reporting period is October 1, 2021 through September 30, 2022 and at project closeout (reporting period is from previous report to closeout date).

- d. Subrecipient will submit cumulative quarterly program performance reports covering the Services provided. Reports are due no later than fifteen (15) days after the end of the reporting quarter.
- e. After the building is leased up the Subrecipient will maintain written income documentation in the tenant files showing households residing in the 75 affordable units meet the AMI unit designation assigned to the unit.

APPENDIX #2: Expense Summary Form in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Project Title: **CDBG 03K Street Improvements at Hiland Plaza**

Expenditure Category	Program Total	City Funding Requested	Percent Requested
Personnel Costs			
Salaries & Wages			
Payroll Taxes and Employee Benefits			
Total Personnel Costs	\$0	\$0	0%
Operating Costs - Direct			
Contractual Services			
Audit Costs			
Consumable Supplies			
Telephone			
Postage and Shipping			
Occupancy			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease			
Equipment Maintenance			
Printing & Publications			
Travel			
a. Local Travel			
b. Out of Town Travel			
Conferences, Meetings, Etc.			
Direct Assistance to Beneficiaries			
Membership Dues			
Equipment, Land, Buildings	\$93,900	\$93,900	100%
Insurance			
Fuel and Vehicle Maintenance			
Total Operating Costs	\$93,900	\$93,900	100%
Total Direct Costs (Personnel & Operating)	\$93,900	\$93,900	100%
Indirect Costs (_____ %; attach Rate Letter)	\$0	\$0	0%
TOTAL PROGRAM EXPENSES	\$93,900	\$93,900	100%

SM 3/10/2022

APPENDIX #3: Revenue Summary Form in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Project Title: **CDBG 03K Street Improvements at Hiland Plaza**

Revenue Source	Agency Total	% of Agency Budget
Government Revenues		
Revenues from Federal Government <i>(On separate lines, list each Federal Agency providing fees/funding and the amount of funding)</i>		
Fees from Federal Government Agencies other than Medicaid Reimbursement:		
Grants from Federal Government Agencies:		
Medicaid Reimbursements:		
Subtotal Federal Agencies		
Revenues from State Government <i>(On separate lines, list each State Agency providing fees/funding and the amount of funding)</i>		
Fees from State Government Agencies:		
Grants from State Government Agencies:		
Subtotal State Agencies		
Revenues from County Government		
Revenues from the City of Albuquerque (including this proposal or contract) <i>(On separate lines, list each City funded project and the amount of funding)</i>		
CHDO HOME Funds	\$100,000	
Other Municipal Government Revenues		
Subtotal Local Government		

TOTAL GOVERNMENT REVENUES FROM ALL SOURCES		
Other Revenue:		
Contributions		
United Way Revenue		
Other Revenue	\$1,571,140	
Subtotal Other Revenues		
TOTAL REVENUE FROM ALL SOURCES:	\$1,671,140	

APPENDIX #4: Program Budget Detail Form – Personnel Expenses in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Proposal Title: **CDBG 03K Street Improvements at Hiland Plaza**

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

FTE on Project	Position Title	Salary for the Project	Amount Requested from the City	Percent Requested (Amount Requested / Salary for the Project)
None	N/A	N/A	N/A	N/A
4. Salaries & Wages				
5. Payroll Taxes & Employee Benefits*				
6. Total Personnel Costs				

7. *Payroll Taxes: FICA @ _____ % Unemployment Insurance @ _____ %
Employee Benefits: Health Insurance @ _____ % Retirement @ _____ %
Other: _____ @ _____ % Other: _____ @ _____ %

(Add rows and use additional sheets if necessary)

SM 3/10/2022

APPENDIX #5: Program Budget Detail Form – Operating Expenses in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Project Title: **CDBG 03K Street Improvements at Hiland Plaza**

3. Direct and Indirect Costs:				
Line Item and Basis (Non-Personnel)	Project Total	Amount Requested	Amount Other Sources	Percent Requested
Contractual Services				
List all costs and assumptions in this area (e.g., 50% of Contractor #1 costs @ \$150 per month for 12 months)				
Audit Costs				
Consumable Supplies				
Telephone				
Postage and Shipping				
Occupancy				
a. Rent				
b. Utilities				
c. Other				
Equipment Lease/Purchase				
Equipment Maintenance				
Printing & Publications				
Travel				
Conferences, Meetings, Etc.				
Direct Assistance to Beneficiaries				
List all costs and assumptions in this area e.g., Rental assistance for 50 clients at \$700 per month)				

PY2021 – Application for Contract Renewal
City of Albuquerque
Department of Family and Community Services

Membership Dues				
Equipment, Land, Buildings	\$93,900	\$93,900	\$0	100%
Insurance				
Fuel and Vehicle Maintenance				
Total Operating Costs	\$93,900	\$93,900	\$0	100%

SM 3/10/2022

- ☐ As applicable, attach cost allocation plan

APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Proposal Title: **CDBG 03K Street Improvements at Hiland Plaza**

3. Amount and percent of total requested funds on a quarterly basis:

Quarter Ending	Amount to be Requested	Percent of Total
June 2023	\$93,900	100%
TOTAL		

Explanation if any projected drawdowns exceed 25% of the total requested funds:

The Request for Reimbursement will be for specific, one time requests. The RFR will likely be for 100% of the total requested funds.

SM 3/10/2022

4. As applicable: Reimbursement Rate – only applicable to unit of service contracts: N/A

Rate: \$ _____ per _____ (hour, client, etc.)

Annual units: _____

5. As applicable: Rate Justification – only applicable to unit of service contracts: N/A

APPENDIX #2: Expense Summary Form in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Project Title: **CDBG 03L Sidewalk Improvements at Hiland Plaza**

Expenditure Category	Program Total	City Funding Requested	Percent Requested
Personnel Costs			
Salaries & Wages			
Payroll Taxes and Employee Benefits			
Total Personnel Costs	\$0	\$0	0%
Operating Costs - Direct			
Contractual Services			
Audit Costs			
Consumable Supplies			
Telephone			
Postage and Shipping			
Occupancy			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease			
Equipment Maintenance			
Printing & Publications			
Travel			
a. Local Travel			
b. Out of Town Travel			
Conferences, Meetings, Etc.			
Direct Assistance to Beneficiaries			
Membership Dues			
Equipment, Land, Buildings	\$68,661	\$68,661	100%
Insurance			
Fuel and Vehicle Maintenance			
Total Operating Costs	\$68,661	\$68,661	100%
Total Direct Costs (Personnel & Operating)	\$68,661	\$68,661	100%
Indirect Costs (%; attach Rate Letter)	\$0	\$0	0%
TOTAL PROGRAM EXPENSES	\$68,661	\$68,661	100%

SM 3/10/2022

APPENDIX #3: Revenue Summary Form in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Project Title: **CDBG 03L Sidewalk Improvements at Hiland Plaza**

Revenue Source	Agency Total	% of Agency Budget
Government Revenues		
Revenues from Federal Government <i>(On separate lines, list each Federal Agency providing fees/funding and the amount of funding)</i>		
Fees from Federal Government Agencies other than Medicaid Reimbursement:		
Grants from Federal Government Agencies:		
Medicaid Reimbursements:		
Subtotal Federal Agencies		
Revenues from State Government <i>(On separate lines, list each State Agency providing fees/funding and the amount of funding)</i>		
Fees from State Government Agencies:		
Grants from State Government Agencies:		
Subtotal State Agencies		
Revenues from County Government		
Revenues from the City of Albuquerque (including this proposal or contract) <i>(On separate lines, list each City funded project and the amount of funding)</i>		
CHDO HOME Funds	\$100,000	
Other Municipal Government Revenues		
Subtotal Local Government		

TOTAL GOVERNMENT REVENUES FROM ALL SOURCES		
Other Revenue:		
Contributions		
United Way Revenue		
Other Revenue	\$1,571,140	
Subtotal Other Revenues		
TOTAL REVENUE FROM ALL SOURCES:	\$1,671,140	

APPENDIX #4: Program Budget Detail Form – Personnel Expenses in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Proposal Title: **CDBG 03L Sidewalk Improvements at Hiland Plaza**

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

FTE on Project	Position Title	Salary for the Project	Amount Requested from the City	Percent Requested (Amount Requested / Salary for the Project)
None	N/A	N/A	N/A	N/A
4. Salaries & Wages				
5. Payroll Taxes & Employee Benefits*				
6. Total Personnel Costs				

7. *Payroll Taxes: FICA @ _____ % Unemployment Insurance @ _____ %
Employee Benefits: Health Insurance @ _____ % Retirement @ _____ %
Other: _____ @ _____ % Other: _____ @ _____ %

(Add rows and use additional sheets if necessary)

SM 3/10/2022

APPENDIX #5: Program Budget Detail Form – Operating Expenses in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Project Title: **CDBG 03L Sidewalk Improvements at Hiland Plaza**

3. Direct and Indirect Costs:				
Line Item and Basis (Non-Personnel)	Project Total	Amount Requested	Amount Other Sources	Percent Requested
Contractual Services				
List all costs and assumptions in this area (e.g., 50% of Contractor #1 costs @ \$150 per month for 12 months)				
Audit Costs				
Consumable Supplies				
Telephone				
Postage and Shipping				
Occupancy				
a. Rent				
b. Utilities				
c. Other				
Equipment Lease/Purchase				
Equipment Maintenance				
Printing & Publications				
Travel				
Conferences, Meetings, Etc.				
Direct Assistance to Beneficiaries				
List all costs and assumptions in this area e.g., Rental assistance for 50 clients at \$700 per month)				

PY2021 – Application for Contract Renewal
City of Albuquerque
Department of Family and Community Services

Membership Dues				
Equipment, Land, Buildings	\$68,661	\$68,661	\$0	100%
Insurance				
Fuel and Vehicle Maintenance				
Total Operating Costs	\$68,661	\$68,661	\$0	100%

SM 3/10/2022

- ☐ As applicable, attach cost allocation plan

APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Proposal Title: **CDBG 03L Sidewalk Improvements at Hiland Plaza**

3. Amount and percent of total requested funds on a quarterly basis:

Quarter Ending	Amount to be Requested	Percent of Total
June 2023	\$68,661	100%
TOTAL		

Explanation if any projected drawdowns exceed 25% of the total requested funds:

The Request for Reimbursement will be for specific, one time requests. The RFR will likely be for 100% of the total requested funds.

SM 3/10/2022

4. As applicable: Reimbursement Rate – only applicable to *unit of service* contracts: N/A

Rate: \$ _____ per _____ (hour, client, etc.)

Annual units: _____

5. As applicable: Rate Justification – only applicable to *unit of service* contracts: N/A

APPENDIX #2: Expense Summary Form in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Project Title: **CDBG 03J Water & Sewer Improvements at Hiland Plaza**

Expenditure Category	Program Total	City Funding Requested	Percent Requested
Personnel Costs			
Salaries & Wages			
Payroll Taxes and Employee Benefits			
Total Personnel Costs	\$0	\$0	0%
Operating Costs - Direct			
Contractual Services			
Audit Costs			
Consumable Supplies			
Telephone			
Postage and Shipping			
Occupancy			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease			
Equipment Maintenance			
Printing & Publications			
Travel			
a. Local Travel			
b. Out of Town Travel			
Conferences, Meetings, Etc.			
Direct Assistance to Beneficiaries			
Membership Dues			
Equipment, Land, Buildings	\$309,728	\$309,728	100%
Insurance			
Fuel and Vehicle Maintenance			
Total Operating Costs	\$309,728	\$309,728	100%
Total Direct Costs (Personnel & Operating)	\$309,728	\$309,728	100%
Indirect Costs (%; attach Rate Letter)	\$0	\$0	0%
TOTAL PROGRAM EXPENSES	\$309,728	\$309,728	100%

SM 3/10/2022

APPENDIX #3: Revenue Summary Form in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Project Title: **CDBG 03J Water & Sewer Improvements at Hiland Plaza**

Revenue Source	Agency Total	% of Agency Budget
Government Revenues		
Revenues from Federal Government <i>(On separate lines, list each Federal Agency providing fees/funding and the amount of funding)</i>		
Fees from Federal Government Agencies other than Medicaid Reimbursement:		
Grants from Federal Government Agencies:		
Medicaid Reimbursements:		
Subtotal Federal Agencies		
Revenues from State Government <i>(On separate lines, list each State Agency providing fees/funding and the amount of funding)</i>		
Fees from State Government Agencies:		
Grants from State Government Agencies:		
Subtotal State Agencies		
Revenues from County Government		
Revenues from the City of Albuquerque (including this proposal or contract) <i>(On separate lines, list each City funded project and the amount of funding)</i>		
CHDO HOME Funds	\$100,000	
Other Municipal Government Revenues		
Subtotal Local Government		

TOTAL GOVERNMENT REVENUES FROM ALL SOURCES		
Other Revenue:		
Contributions		
United Way Revenue		
Other Revenue	\$1,571,140	
Subtotal Other Revenues		
TOTAL REVENUE FROM ALL SOURCES:	\$1,671,140	

APPENDIX #4: Program Budget Detail Form – Personnel Expenses in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Proposal Title: **CDBG 03J Water & Sewer Improvements at Hiland Plaza**

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

FTE on Project	Position Title	Salary for the Project	Amount Requested from the City	Percent Requested (Amount Requested / Salary for the Project)
None	N/A	N/A	N/A	N/A
4. Salaries & Wages				
5. Payroll Taxes & Employee Benefits*				
6. Total Personnel Costs				

7. *Payroll Taxes: FICA @ _____ % Unemployment Insurance @ _____ %
Employee Benefits: Health Insurance @ _____ % Retirement @ _____ %
Other: _____ @ _____ % Other: _____ @ _____ %

(Add rows and use additional sheets if necessary)

SM 3/10/2022

APPENDIX #5: Program Budget Detail Form – Operating Expenses in Word

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Project Title: **CDBG 03J Water & Sewer Improvements at Hiland Plaza**

3. Direct and Indirect Costs:				
Line Item and Basis (Non-Personnel)	Project Total	Amount Requested	Amount Other Sources	Percent Requested
Contractual Services				
List all costs and assumptions in this area (e.g., 50% of Contractor #1 costs @ \$150 per month for 12 months)				
Audit Costs				
Consumable Supplies				
Telephone				
Postage and Shipping				
Occupancy				
a. Rent				
b. Utilities				
c. Other				
Equipment Lease/Purchase				
Equipment Maintenance				
Printing & Publications				
Travel				
Conferences, Meetings, Etc.				
Direct Assistance to Beneficiaries				
List all costs and assumptions in this area e.g., Rental assistance for 50 clients at \$700 per month)				

PY2021 – Application for Contract Renewal
City of Albuquerque
Department of Family and Community Services

Membership Dues				
Equipment, Land, Buildings	\$309,728	\$309,728	\$0	100%
Insurance				
Fuel and Vehicle Maintenance				
Total Operating Costs	\$309,728	\$309,728	\$0	100%

SM 3/10/2022

- ☐ As applicable, attach cost allocation plan

APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

1. Applicant Agency: **Greater Albuquerque Housing Partnership**

2. Proposal Title: **CDBG 03J Water & Sewer Improvements at Hiland Plaza**

3. Amount and percent of total requested funds on a quarterly basis:

Quarter Ending	Amount to be Requested	Percent of Total
June 2023	\$309,728	100%
TOTAL		

Explanation if any projected drawdowns exceed 25% of the total requested funds:

The Request for Reimbursement will be for specific, one time requests. The RFR will likely be for 100% of the total requested funds.

SM 3/10/2022

4. As applicable: Reimbursement Rate – only applicable to *unit of service* contracts: N/A

Rate: \$ _____ per _____ (hour, client, etc.)

Annual units: _____

5. As applicable: Rate Justification – only applicable to *unit of service* contracts: N/A