

CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

May 6, 2025

TO: Brook Bassan, President, City Council

FROM: Timothy M. Keller, Mayor



SUBJECT: Approval of the Third Supplemental Agreement to the Calle Cuarta Development Agreement with YES Housing to Utilize State Capital Outlay and ARPA Treasury Funds Towards the New Construction of an Affordable Rental Housing Project.

This request for approval is for the proposed Third Supplemental Agreement to the *Calle Cuarta Development Agreement* between the City of Albuquerque and YES Housing, Inc., to provide \$2,017,005.00 of pass-through grant funds from the State of New Mexico. This State grant funding includes \$380,000.00 of State Capital Outlay funding (appropriated by R-22-49 & R-23-123), and \$1,637,005.00 of ARPA ERAP2 funding from the U.S. Department of Treasury to be appropriated by City Council under R-25-130.

The funds authorized under this Third Supplemental Agreement will be used to provide Services within the scope of the Original Agreement and the scope of the Developer's response to the City's Request for Proposal DFCS-CD-AHD-20-03-BROWN, which provided \$3,500,000.00 and City-owned land to the Project. The funding provided for under this Third Supplemental Agreement will allow the Calle Cuarta project to reinstate previous project amenities that were value engineered out of the original Project Budget, as a result of the rising construction costs. The capital expense categories reinstated and funded by the ERAP2 contribution include but are not limited to: installation of solar energy technology, additional landscaping amenities, playground improvements, outdoor shade structure areas, community garden beds, interior fixtures (e.g., ceiling fans, package lockers, etc.), and interior finishes (e.g., solid surface countertops, corner guards, fitness flooring, window shades, etc.).

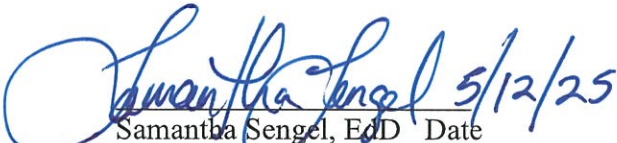
The Calle Cuarta Project includes the construction of a 61 unit, affordable development that shall consist of 10 (1 studio, 5 one-bedroom, 3 two-bedroom, and 1 three-bedroom) restricted units at 30% Area Median Income (AMI); 21 (3 studio, 8 one-bedroom, 7 two-bedroom, and 3 three-bedroom) restricted units at 50% of AMI; 23 (3 studio, 10 one-bedroom, 7 two-bedroom, and 3


three-bedroom) restricted units at 60% AMI; and 7 (1 studio, 3 one-bedroom, 2 two-bedroom and 1 three-bedroom) restricted units at 80% AMI (collectively, the “Affordable Units”). The Project shall remain an affordable rental housing project, for its 99-year Affordability Period as required by its original Workforce Housing Trust Funding.

SUBJECT: Approval of the Third Supplemental Agreement to the Calle Cuarta Development Agreement with YES Housing to Utilize State Capital Outlay and ARPA Treasury Funds Towards the New Construction of an Affordable Rental Housing Project.

Approved:


Approved as to Legal Form:


Samantha Sengel, Esq. Date
Chief Administrative Officer

DocuSigned by:
 5/12/2025 | 12:24 PM MDT
1A21D96D32C74EE...
Lauren Keefe Date
City Attorney

DS
PP

Recommended:

DocuSigned by:
 5/9/2025 | 11:14 AM MDT
E9705DFAA0D2484...
Gilbert Ramirez Date
Director
Department of Health, Housing & Homelessness

Cover Analysis

1. What is it?

This is a request for approval of the proposed Third Supplemental Agreement to Development Agreement between the City of Albuquerque and YES Housing, Inc., to provide \$2,017,005.00 of State Capital Outlay and federal pass-through grant funds from the State of New Mexico towards the Calle Cuarta apartments, located at 3525 4th St NW. The Calle Cuarta project includes the construction of a 61-unit, affordable rental housing development that consists of 10 units at 30% Area Median Income (AMI); 21 units at 50% of AMI; 23 at 60% AMI; and 7 units at 80% AMI.

2. What will this piece of legislation do?

This legislation will provide \$2,017,005.00 of grant funds from the State of New Mexico to the Calle Cuarta apartments project.

3. Why is this project needed?

The supplemental funding provided under this Third Supplemental Agreement will allow the Calle Cuarta project to reinstate previous project amenities that were value engineered out of the original Project Budget, as a result of the rising construction costs. The capital expense categories reinstated and funded by the State grants include but are not limited to: installation of solar energy technology, additional landscaping amenities, playground improvements, outdoor shade structure areas, community garden beds, interior fixtures (e.g., ceiling fans, package lockers, etc.), and interior finishes (e.g., solid surface countertops, corner guards, fitness flooring, window shades, etc.).

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

The Calle Cuarta apartments have estimated project total development cost of \$24,586,314, of which, the \$2,017,005.00 of State grant funds, through this request. The State grants include \$380,000.00 of State Capital Outlay funding (H2784 appropriated by R-22-49 & H2785 appropriated by R-23-123), and \$1,637,005.00 of ARPA ERAP2 pass-through funds from the U.S. Department of Treasury (to be appropriated by City Council by R-25-130).

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

No. The grant funds are utilized in construction and secured through a City Mortgage, City Promissory Note, and City Restrictive Real Estate Covenants that ensures the project remains Affordable Housing for a minimum of 99 years. It is necessary that any project revenue be utilized by the project for the long-term, as provided for in the Project's Pro-Forma.

6. What will happen if the project is not approved?

The funds proposed as part of this legislation account for approximately 8% of the project's total development costs. Not approving the \$2,017,005.00 of State funding in this request will likely leave the developer without planned project improvements and/or insufficient funds to complete the Project.

7. Is this service already provided by another entity?

No, the Project was awarded through a competitive Request for Proposal (RFP-DFCS-CD-AHD-20-03-BROWN) addressing the need for affordable housing at the City-owned property located 3535 4th St. NW. YES Housing's Calle Cuarta project scored the highest and was ultimately recommended for award.

FISCAL IMPACT ANALYSIS

TITLE: Approval of the Third Supplemental Agreement to the Calle Cuarta Development Agreement with YES Housing to Utilize State Capital Outlay and ARPA Treasury Funds Towards the New Construction of an Affordable Rental Housing Project

R: O: 305

FUND: DEPT: Various

- ☒ 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:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input checked="" type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Revenue from program				0
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: \$2,017,005.00 of grant funds from the State of New Mexico to the Calle Cuarta apartments project. The State grants include \$380,000.00 of State Capital Outlay funding (H2784 appropriated by R-22-49 & H2785 appropriated by R-23-123), and \$1,637,005.00 of ARPA ERAP2 pass-through funds from the U.S. Department of Treasury (to be appropriated by City Council by R-25-130)

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

PREPARED BY:

APPROVED:

DocuSigned by:

Anna M. Lujan

5/9/2025 | 11:02 AM MDT

703FCTE... FISCAL ANALYST

DocuSigned by:

Gilbert Ramirez

5/9/2025 | 11:14 AM MDT

DIRECTOR

REVIEWED BY:

Signed by:

Simon Miller

5/12/2025 | 9:44 AM MDT

501400B... EXECUTIVE BUDGET ANALYST

DocuSigned by:

Donna Sandoval

5/12/2025 | 9:47 AM MDT

501400B... BUDGET OFFICER

Signed by:

Christine Bonner

5/12/2025 | 10:04 AM MDT

EA3C3A3240CC17D... CITY ECONOMIST

**THIRD SUPPLEMENTAL AGREEMENT
TO
DEVELOPMENT AGREEMENT
CCN# 202200845.3**

THIS THIRD SUPPLEMENTAL AGREEMENT ("Third Supplemental Agreement"), is made and entered into upon the final date of signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and **YES Housing, Inc.**, a New Mexico non-profit corporation (the "Developer").

RECITALS

WHEREAS, the City issued a Request for Proposals for the development of a multi-family affordable housing project in Albuquerque, with RFP No. DFCS-CD-AHD-20-03-BROWN, and an award was made to the Developer for its proposal on the Calle Cuarta mixed-use development project; and

WHEREAS, based on the award, the City and the Developer entered into a Development Agreement dated January 19, 2022, hereafter referred to as the "Original Agreement," whereby the Developer agreed to render certain services to the City; and

WHEREAS, the Original Agreement provided \$3,500,000.00 of Workforce Housing Trust Funds (WHTF) and Real Property acquired by the City using approximately \$1,100,000.00 of WHTF towards the Calle Cuarta mixed-use development project; and

WHEREAS, the City and the Developer entered into a First Supplemental Agreement to the Original Agreement executed November 29, 2022 that amended the Project Description to clarify the intent of the funding, and a Second Supplemental Agreement to the Original Agreement effective on September 27, 2023 that amended the Project Description to clarify unit mix; and

WHEREAS, the Developer assigned its rights and responsibilities under the Original Agreement, the First Supplemental Agreement and the Second Supplemental Agreement (collectively, Development Agreement"), to Calle Cuarta Limited Partnership, LLLP, a New Mexico limited liability limited partnership (the "Ownership Entity") and the Ownership Entity assumed such rights and responsibilities pursuant to that certain Agreement to Assume Rights and Responsibilities dated September 27, 2023, among Developer, the City, Ownership Entity, and recorded September 27, 2023, as document number 2023061912; and

WHEREAS, the State of New Mexico's Department of Finance and Administration (DFA) has allocated \$1,637,005.00 of American Rescue Plan Act, Emergency Rental Assistance (ERAP2) Program (Assistance Listing Number 21.023) funds to the City of Albuquerque to be used towards the construction of a shovel-ready, multifamily Affordable Housing project in Albuquerque; and

WHEREAS, the City has entered into a Subrecipient Agreement with DFA ("Grant Agreement"), attached as **Attachment A** to this Third Supplemental Agreement, directing the City to add the ERAP2 funds towards the existing Calle Cuarta mixed-use development project; and

WHEREAS, the City received two separate allocations of State Capital Outlay funds for the Calle Cuarta project, through legislative appropriation No. 22-G2660 for \$130,000.00, and No. 23-H2785 for \$250,000.00; and

WHEREAS, the City and the Developer agree in this Third Supplemental Agreement, to amend the Original Agreement to increase the total amount of the City Grant from the City to the Developer by \$2,017,005.00 based on the combined total of the ERAP2 allocation in the amount of \$1,637,005.00, and State Capital Outlay allocation in the total amount of \$380,000.00; and

WHEREAS, the City and the Developer agree that the additional grant funds will be loaned by the Developer to the Ownership Entity; and

WHEREAS, as directed in the Grant Agreement executed between the City and DFA, the Developer will ensure that the funds will be utilized to provide Services within the scope of the Original Agreement and the scope of the Developer's response to the City's Request for Proposal DFCS-CD-AHD-20-03-BROWN; and

WHEREAS, the Developer and Ownership Entity will enter into that certain Amended and Restated Agreement to Assume Rights and Responsibilities on or about the date hereof pursuant to which Developer will assign and Ownership Entity will assume the rights and responsibilities of Developer under this Third Supplemental Agreement; and

WHEREAS, the Ownership Entity will sign a new mortgage (in substantially the form attached hereto as **Attachment B**) ("Supplemental City Mortgage") and a new promissory note (in substantially the form attached hereto as **Attachment C**) for \$2,017,005.00 ("Supplemental City Note"), in favor of the Developer, and the Developer will collaterally assign the Supplemental City Mortgage and Supplemental City Promissory Note to the City as security for the increase in total grant funds provided for under this Third Supplemental Agreement; and

WHEREAS, the Developer will act as a subrecipient of the ERAP2 funds, will comply with all the requirements of a federal Subrecipient pursuant to 2 CFR Part 200, and will ensure compliance of the Ownership Entity with all applicable requirements; and

WHEREAS, the Subrecipient information required pursuant to 2 CFR §200.332 is attached hereto as **Attachment D**; and

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

1. The Developer will ensure that the additional funds provided in this Third Supplemental Agreement will be used to provide Services within the scope of the Original Agreement and the scope of the Developer's response to the City's Request for Proposal DFCS-CD-

AHD-20-03-BROWN. Such Scope of Services and the associated Project Budget is detailed in Attachment G, the City's Grant Agreement with DFA, which is attached hereto. The funding provided for under this Third Supplemental Agreement will allow the Calle Cuarta project to reinstate previous project amenities that were value engineered out of the original Project Budget to address the rising construction costs. The capital expense categories reinstated and funded by the ERAP2 contribution include but are not limited to: Installation of Solar Energy Technology, additional landscaping amenities, playground improvements, outdoor shade structure areas, community garden beds, interior fixtures (e.g., ceiling fans, package lockers, etc.), and interior finishes (e.g., solid surface countertops, corner guards, fitness flooring, window shades, etc.).

2. The Developer will ensure compliance with all applicable requirements as outlined in the authorizing statute for the Emergency Rental Assistance Program, and guidance released by the United States Treasury as it relates to the use of ERAP2 program for low-income housing development (<https://home.treasury.gov/system/files/136/ERA-FAQ-7.27.22.pdf>).
3. The first sentence of Section 3.1 of the Original Agreement shall be amended to read as follows:

"To assist with the Project the City shall provide a grant to Developer in an amount not to exceed **Six Million, Six Hundred Seventeen Thousand, Five Dollars and No Cents (\$6,617,005.00)**, including \$3,500,000.00 of Workforce Housing Trust Funds and Conveyance of City-owned Real Property valued at \$1,100,000.00 contributed under the Original Agreement, and \$1,637,005.00 of ERAP2 funding, and \$380,000.00 of State Capital Outlay funding (collectively, the "City Grant") contributed pursuant to the Third Supplemental Agreement.
4. The Ownership Entity shall execute a Supplemental City Mortgage and a Supplemental City Note to secure the additional \$2,017,005.00 in favor of the Developer which Supplemental City Mortgage and Supplemental City Note will be collaterally assigned by the Developer to the City. The Ownership Entity will also execute a Supplemental City Restrictive Real Estate Covenants (in substantially the form attached hereto as **Attachment E**) ("Supplemental City Restrictive Covenants"), to establish a separate 20-year Affordability Period for the ERAP2 and State Capital Outlay funding provided in this Third Supplemental Agreement. The Grant Payment Schedule is attached hereto as **Attachment H**. The grants listed in Attachment H will not require repayment if the Developer complies with all the requirements of the grants and the affordability period identified.
5. The Developer shall abide by all the terms and conditions of the federal grant award, including all requirements flowing through the City to the Developer as a subrecipient contained in the Grant Agreement, and 2 CFR Part 200, Appendix II, attached hereto and incorporated herein as **Attachment F**.
6. By signing this Third Supplemental Agreement, the parties ratify all actions taken in accordance with the terms and conditions of the Original Agreement, from the date of execution of the Original Agreement through to the execution of this Third Supplemental

Agreement. Further, the parties explicitly agree that all of the terms and conditions of the Original Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on the date of execution of the Original Agreement.

7. Except as herein expressly amended, the terms and conditions of the Original Agreement, the First Supplemental Agreement and the Second Supplemental Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement, the First Supplemental Agreement, the Second Supplemental Agreement and this Third Supplemental Agreement in which event, the terms and conditions of this Third Supplemental Agreement shall control.
8. Approval Required. This Third Supplemental Agreement shall not become effective or binding upon the City until approved and signed by the highest authority required by the City under this Third Supplemental Agreement.
9. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Third Supplemental Agreement may be electronically signed and that the electronic signatures appearing on the Third Supplemental Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
10. The following sentence shall be added as the last sentence of Article II, Section 2.3 of the Original Agreement, to read as follows:

“The Live Work Units and the Retail Units shall not be subject to the Supplemental City Restrictive Covenants and shall not be encumbered by the Supplemental City Mortgage, and the City agrees to sign such documents as are necessary to release the Live Work Units and the Retail Units from the Supplemental City Restrictive Covenants and the Supplemental City Mortgage at the time such Units are subdivided.”
11. The following shall be added to the end of Article VI, Section 6.4 of the Original Agreement, to read as follows:

“The Supplemental City Note and Supplemental City Mortgage shall be subject and subordinate to any mortgage or bond securing construction loans and permanent loans from third party lenders, including but not limited to Senior Lender, Permanent Lender, and the New Mexico Mortgage Finance Authority Land Use Restriction Agreement, and City shall execute documents as may be necessary to effectuate such subordination in the form agreed to between the City and such lenders. The City acknowledges and agrees that the Supplemental City Note and Supplemental City Mortgage will be subject to the terms and provisions of the Subordination Agreement with the Senior Lender.”
12. The notice address for Senior Lender in Section 13.1 of the Development Agreement shall be deleted in its entirety and replaced with the following:

"If to the Senior Lender: Wells Fargo Bank, National Association
MAC D1086-239
550 South Tryon Street, 23rd Floor
Charlotte, North Carolina 28202-4200
Attn: Manager, Deal Management

With copies to:
Wells Fargo Bank, National Association
Community Lending & Investment (59448)
MAC C7300-11H
1700 Lincoln Street, 11th Floor
Denver, Colorado 80293
Attn: Scott Horton, Executive Director"

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the Developer have executed this Third Supplemental Agreement as of the final date of signature below.

CITY OF ALBUQUERQUE:

Approved By:

Samantha Sengel
Chief Administrative Officer

Date: _____

Gilbert Ramírez, Director
Department of Health, Housing & Homelessness

Date: _____

Lauren Keefe, City Attorney

Date: _____

YES Housing, Inc.:

Approved By:

Printed Name: _____

Title: _____

Date: _____
*Signature above must be that of a board member
authorized to bind the corporation.*

ATTACHMENT A

STATE OF NEW MEXICO AGREEMENT
FOR
SUBAWARD OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND

COVER PAGE

State Agency Department of Finance and Administration	Agreement Number		
Subrecipient Name City of Albuquerque	Subaward Period of Performance Start Date <i>Effective date of this agreement</i>		
Subrecipient Unique Entity Identifier (UEI) FXHXYLX5LWDS	End Date 8/30/2025		
Subaward Amount \$ 1,637,005.00 (This amount reflects the amount of federal funds obligated by this action and the current financial obligation)	Subaward Budget Period State Date <i>Effective date of this agreement</i> End Date 9/30/2025		
Indirect Cost Rate 0%.			
Subaward Project Description (Purpose) Grant of Emergency Rental Assistance 2 ("ERA2") to the City of Albuquerque for the purpose of complete and full performance of the Scope of Work attached to this Subrecipient Agreement as " Exhibit B. "			
Exhibits included within this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Federal Award Information 2. Exhibit B, Scope of Work and Budget 3. Exhibit C, Federal Provisions 4. Exhibit D, Assurances of Compliance with Civil Rights Requirements 5. Exhibit E, Davis-Bacon Act Requirements (If Applicable) 6. Exhibit F, Quarterly Reports 7. Exhibit G, ERAP 2 Project Requirements 			
Contact Information <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Erica Cummings Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: erica.cummings@dfa.nm.gov </td> <td style="width: 50%; vertical-align: top;"> <u>Subrecipient:</u> Name: City of Albuquerque Representative: Samantha Sengel Title: Chief Administrative Officer Address: P.O. Box 1293 Address: Albuquerque, NM 87103 Email 1: josephmontoya@cabq.gov Email 2: ssengel@cabq.gov </td> </tr> </table>		<u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Erica Cummings Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: erica.cummings@dfa.nm.gov	<u>Subrecipient:</u> Name: City of Albuquerque Representative: Samantha Sengel Title: Chief Administrative Officer Address: P.O. Box 1293 Address: Albuquerque, NM 87103 Email 1: josephmontoya@cabq.gov Email 2: ssengel@cabq.gov
<u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Erica Cummings Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: erica.cummings@dfa.nm.gov	<u>Subrecipient:</u> Name: City of Albuquerque Representative: Samantha Sengel Title: Chief Administrative Officer Address: P.O. Box 1293 Address: Albuquerque, NM 87103 Email 1: josephmontoya@cabq.gov Email 2: ssengel@cabq.gov		

FEDERAL AWARD IDENTIFICATION

In accordance with the Code of Federal Regulations (CFR), 2 C.F.R. Part 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Awarding Office	United States Department of the Treasury
Grant Program	Emergency Rental Assistance Program 2
Assistance Listing Number	21.023
Federal Award Identification Number	
Federal Award Date	June 1, 2021
Award End Date	September 30, 2025
Research and Development Award?	No
Federal Statutory Authority	3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), codified as 15 USC 9058d (15 U.S.C. 9058 (d))
Total Amount in Federal Award (this is not the amount in the grant agreement)	\$122,728,936.70

**SUBRECIPIENT AGREEMENT BETWEEN
THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
City of Albuquerque**

THIS SUBRECIPIENT AGREEMENT is hereby made and entered upon the final date of signature hereto, by and between the New Mexico Department of Finance and Administration (“DFA”) (hereinafter referred to as “**STATE**”), and City of Albuquerque (hereinafter referred to as “**SUBRECIPIENT**”).

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as “Treasury” or “GRANTOR”) has made federal funds available to the STATE under the Emergency Rental Assistance 2 (“ERAP2”) Program (Assistance Listing Number (“ALN”) 21.023);

WHEREAS, Recipients under the ERA 2 Program are the eligible entities identified in the American Rescue Plan Act of 2021 that receive a ERAP 2 award. Subrecipients under the ERAP 2 Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the ERAP 2 award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the ERAP 2 statute, ERAP 2 Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this Agreement addresses the flow of ERAP 2 funds from the Treasury above to the STATE who will then provide the same referenced subaward funds to the SUBRECIPIENT, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 2 of this agreement;

NOW THEREFORE, the STATE and the SUBRECIPIENT do mutually agree to the following terms and conditions of this Agreement:

1. Definitions

- a. **“Agreement Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- b. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- c. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

- d. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against State, or the appointment of a receiver or similar officer for State or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.
- e. **“Budget”** means the amount stated in Section 2 of this Agreement and the funds available for the Work described in Exhibit B.
- f. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the legal public holidays.
- g. **“Direct Costs”** means costs that can be identified specifically as costs of implementing the ERAP 2 program objectives, such as contract support, materials, and supplies for a project, or other costs that can be directly assigned to such activities relatively easily with a high degree of accuracy, and may include typical costs charged directly to a Federal award such as the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award.
- h. **“Effective Date”** means the date on which this Agreement is approved and signed by the New Mexico agency, as shown on the Signature for this Agreement.
- i. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- j. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.
- k. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- l. **“Goods”** means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by the State in connection with the Services.
- m. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

- n. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- o. **“Indian”** means any person who is a member of any federally recognized tribe and possesses a valid certificate of Indian Blood certified and issued by a federal and/or tribal government agency.
- p. **“Indirect Costs”** means general overhead costs of an organization where a portion of such costs are allocable to the ERAP 2 award such as the cost of facilities or administrative functions, including but not limited to, general expenses such as printer paper, paper towels, rent for office space, and utilities.
- q. **“Initial Term”** means the time period defined in this Agreement.
- r. **“IPRA”** means the Inspection of Public Records Act, a New Mexico state law that provides the public and media access to public information. The law requires open access to almost all public records in state and local government, with few exceptions.
- s. **“Matching Funds”** means the funds provided the State as a match required to receive the Grant Funds.
- t. **“Party”** means the State or STATE, and **“Parties”** means both the State and Subrecipient.
- u. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- v. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- w. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- x. **“Services”** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- y. **“STATE”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- z. **“State Confidential Information”** means any and all State Records not subject to disclosure under IPRA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under IPRA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to IPRA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- aa. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- bb. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under IPRA.
- cc. **“Subcontractor”** means third parties, if any, engaged by Subrecipients to aid in performance of the Work.
- dd. **“Targeted Population”** means Households Earning up to 60% of area media income.
- ee. **“Tribal Entity”** means “any Indian Tribe, tribal organization, Indian-controlled organization serving Indians, Native Hawaiian organization, or Alaska Native entity.
- ff. **“Tax Information”** means federal and State of New Mexico tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

gg. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

hh. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work. “Work Product” does not include any material developed in the performance of legal services that is subject to attorney-client privilege.

ii. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.

jj. Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

2. Scope of Work

The GRANTOR has provided funds, through its ERAP 2 Program, to the STATE who is then sub awarding this same funding to the SUBRECIPIENT in accordance with this Agreement. Information related to the federal award is attached as **“Exhibit A.”** The SUBRECIPIENT shall perform the services and tasks described in the Scope of Work attached as **“Exhibit B.”** SUBRECIPIENT’S full and timely performance of Exhibit B shall include strict compliance with all applicable federal, state, or local laws, regulations, and administrative policies, including, but not limited to, the references above as well as the following:

- (a) SUBRECIPIENT will comply with the Code of Federal Regulations (C.F.R.).
- (b) SUBRECIPIENT will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.
- (c) SUBRECIPIENT will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.
- (d) SUBRECIPIENT will adhere to the requirements of the GRANTOR’S ERAP 2 Program.
- (e) SUBRECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.
- (f) SUBRECIPIENT will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.

- (g) SUBRECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this Agreement.
- (h) SUBRECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 7 of this Agreement.
- (i) SUBRECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 7 of this agreement. SUBRECIPIENT agrees to alert the STATE immediately if a contractor working for the SUBRECIPIENT becomes debarred or suspended.
- (j) SUBRECIPIENT acknowledges and agrees that the STATE is a “recipient” of ERAP 2 funds as such term is used in the ERAP 2 regulations, and SUBRECIPIENT shall provide, upon the reasonable request of the STATE, financial and performance reports sufficient to demonstrate SUBRECIPIENT’S compliance with ERAP 2 and as otherwise necessary for STATE to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.

Pursuant to information submitted to the STATE for inclusion in the GRANTOR’S ERAP 2 Program, the SUBRECIPIENT shall perform the following tasks:

Properly procure and complete the project substantially as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUBRECIPIENT. The ownership of any property furnished hereunder will be the property of the SUBRECIPIENT. The SUBRECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUBRECIPIENT. The SUBRECIPIENT agrees to notify the STATE and federal GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the SUBRECIPIENT. In addition, if an annual inventory is requested by the STATE then the SUBRECIPIENT will provide prompt access to all inventory records.

3. Term of Agreement

The terms of this Agreement shall become effective upon execution by the DFA and shall continue for a period of five (5) years after closeout of the ERAP 2 program. All funds must be obligated by the SUBRECIPIENT by August 30, 2025, and all funds must be expended and reimbursement requested through an invoice submitted by the SUBRECIPIENT to the STATE by September 30, 2025.

4. Payment Terms of Grant Funding

- a. The total Budget available for performance of the Scope of Work attached as Exhibit B—Scope of Work and identified in Section 2 above is:

1,637,005.00

(One million six hundred thirty-seven thousand and five)

- b. Taxes

Subaward, budget amount in (4)(a) above includes applicable New Mexico tax, including but not limited to the New Mexico Gross Receipts and Compensating Tax at N.M.S.A. (1978) § 7-9-1 *et seq.* (“NMGRT”). The SUBRECIPIENT is subject to and shall be liable for payment of all applicable New Mexico taxes, at the prevailing rate, for all work performed under Exhibit B—Scope of Work. The SUBRECIPIENT is solely responsible for the payment of all applicable New Mexico taxes.

- c. Payment Procedures

The STATE shall pay the SUBRECIPIENT in accordance with steps (1) – (5) below.

- (1) SUBRECIPIENT shall initiate payment requests by submitting an invoice to the STATE, in accordance with Exhibit B and in a form and manner approved by the STATE. SUBRECIPIENT shall clearly segregate, on each invoice, the applicable New Mexico tax, and Direct Costs. Submission of an invoice certifies that to the best of the SUBRECIPIENT’S knowledge and belief, the invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in Exhibit B-Scope of Work and the terms and conditions of the Federal award.
- (2) No federal funds shall be used by the SUBRECIPIENT for indirect costs. SUBRECIPIENT shall charge NO costs as indirect costs. SUBRECIPIENT understand and agrees that no funds shall be used for indirect costs.
- (3) If the STATE determines that the amount of any invoice is not correct, then SUBRECIPIENT shall make all changes necessary to correct that invoice prior to payment of that invoice by the STATE.
- (4) Upon review and approval of SUBRECIPIENT’S invoice by the STATE, the STATE shall pay each invoice within forty-five (45) days.
- (5) The acceptance of an invoice by the STATE shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

Reimbursement of funds, under this Agreement, is contingent upon the SUBRECIPIENT complying with all of the requirements for allowable uses for funds under the ERAP 2 Program and providing sufficient documentation to the STATE as reasonably determined by the STATE. The SUBRECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the STATE.

d. Financial Documentation

- (1) The SUBRECIPIENT will provide copies of all related financial documentation to the STATE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the ERAP 2 Program.
- (2) Any questioned costs which may occur at any point in this process (including the five (5) year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUBRECIPIENT with respect to any activity covered by this Agreement.
- (3) If this Agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

5. Reporting, Monitoring, and Review

a. Requirements

The SUBRECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the Subrecipient has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUBRECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

b. Risk Assessment

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

c. Monitoring

Monitoring and review activities will be detailed in a Monitoring Plan based on the STATE'S risk assessment of the SUBRECIPIENT and will be provided to the SUBRECIPIENT. The Monitoring Plan may include, but not be limited to, the SUBRECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUBRECIPIENT'S actual expenditures compared to the approved budget, review of SUBRECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the STATE.

d. Performance and Final Status

SUBRECIPIENT shall submit all financial, performance and other reports to the STATE no later than forty-five (45) calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the STATE, containing an evaluation and review of SUBRECIPIENT's performance and the final status of SUBRECIPIENT's obligations hereunder.

e. Violations Reporting

SUBRECIPIENT shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The STATE or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

f. Inspection

SUBRECIPIENT shall permit the STATE, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe SUBRECIPIENT Records during the Record Retention Period. SUBRECIPIENT shall make SUBRECIPIENT Records available during normal business hours at SUBRECIPIENT's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the STATE, unless the STATE determines that a shorter period of notice, or no notice, is necessary to protect the interests of the STATE.

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the STATE a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq.*, then SUBRECIPIENT shall submit a copy of the results of that audit to the STATE within the same timelines as the submission to the federal government.

6. Amendments and Assignments

If there is a need to review and/or revise this Agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this Agreement shall be valid unless it is agreed and signed by both parties. This Agreement shall not be assignable by either party without written consent of the other, except for Assignment resulting from merger, consolidation, or reorganization of the assigning party.

7. Records, Audits, and Other Grant Compliance Issues

It is understood that this Agreement may be utilized as part of the American Rescue Plan Act (ERAP 2 Program – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUBRECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the STATE, SUBRECIPIENT, or any other party pertaining to any matter resulting from the agreement.

a. Work Product Information

- (1) The SUBRECIPIENT may receive from the STATE work product information that the STATE utilizes. The SUBRECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUBRECIPIENT further acknowledges that the STATE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.
- (2) With respect to the SUBRECIPIENT'S use of any work product transmitted by or originally created by the STATE, the SUBRECIPIENT acknowledges it is the SUBRECIPIENT'S decision to act accordingly. The SUBRECIPIENT has the option to either adopt such product as the SUBRECIPIENT'S own or the SUBRECIPIENT may utilize the following other options available to the SUBRECIPIENT:
 - i. Modify the STATE'S work product appropriate to the SUBRECIPIENT'S own needs;
 - ii. Create and adopt the SUBRECIPIENT'S own work product separate from the STATE'S work products;
 - iii. Adopt a work product created by other State or Federal agencies when applicable to the SUBRECIPIENT'S needs; or

- (3) If the SUBRECIPIENT utilizes any of the STATE'S work products in any way then the SUBRECIPIENT acknowledges that the STATE makes no representations or warranties with regard to the same.

b. Audit

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

c. Records

The STATE and SUBRECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUBRECIPIENT also agrees to provide the STATE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this Agreement;
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 12 of this Agreement;
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);

- (4) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);
- (5) For all contracts that meet the definition of “funding agreement” under 37 C.F.R. Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 C.F.R. Part 401 (See Exhibit C);
- (6) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (See Exhibit C);
- (7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (See Exhibit C);
- (8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (See Exhibit C);
- (9) For all construction contracts in excess of \$2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (See Exhibit E);

- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 C.F.R. Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 C.F.R. Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,
- (12) **Procurement of Recovered Materials** as required by 2 C.F.R. Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);

- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;
- (6) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
- (7) **Reporting Provision** requires that all contracts should include a requirement that the SUBRECIPIENT assist the STATE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;
- (8) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the STATE formally closes out each federal program (STATE and SUBRECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);
- (9) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;
- (10) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance;
- (11) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;
- (12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;
- (13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;
- (14) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;

- (15) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,

In compliance with Section 7(a)(7) above, the SUBRECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the "System for Award Management" (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUBRECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on projects involving federal funds.

In no event shall the SUBRECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUBRECIPIENT and STATE must be notified. STATE may, at its sole discretion, immediately implement the termination provisions discussed in Section 12 if the SUBRECIPIENT decides to continue with the project using a "debarred" or "active exclusion" contractor or subcontractor.

8. **Liability**

This Agreement is intended for the benefit of the STATE and the SUBRECIPIENT and does not confer any rights upon any other third parties. All rights by and between the STATE and the SUBRECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

9. **Insurance**

SUBRECIPIENT is self-insured, and will provide a letter evidencing appropriate coverage upon request.

10. **Breach**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the STATE, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the STATE.

11. Remedies

a. STATE's Remedies

If SUBRECIPIENT is in breach under any provision of this Agreement and fails to cure such breach, the STATE, following the notice and cure period set forth in §10, shall have all of the remedies listed in this section and set forth in this Agreement or at law. The STATE may exercise any or all remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of SUBRECIPIENT's uncured breach, the STATE may terminate this entire Agreement or any part of this Agreement. Additionally, if SUBRECIPIENT fails to comply with any terms of the Federal Award, then the STATE may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. SUBRECIPIENT shall continue performance of this Agreement to the extent not terminated, if any.

1. Obligations and Rights

To the extent specified in any termination notice, SUBRECIPIENT shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, SUBRECIPIENT shall complete and deliver to the STATE all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the STATE, SUBRECIPIENT shall assign to the STATE all of SUBRECIPIENT's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, SUBRECIPIENT shall take timely, reasonable and necessary action to protect and preserve property in the possession of SUBRECIPIENT but in which the STATE has an interest. At the STATE's request, SUBRECIPIENT shall return materials owned by the STATE in SUBRECIPIENT's possession at the time of any termination. SUBRECIPIENT shall deliver all completed Work Product and all Work Product that was in the process of completion to the STATE at the STATE's request.

2. Payments

Notwithstanding anything to the contrary, the STATE shall only pay SUBRECIPIENT for accepted Work received as of the date of termination. If, after termination by the STATE, the STATE agrees that SUBRECIPIENT was not in breach or that SUBRECIPIENT's action or inaction was excusable.

3. Damages and Withholding

Notwithstanding any other remedial action by the STATE, SUBRECIPIENT shall remain liable to the STATE for any damages sustained by the STATE in connection with any breach by SUBRECIPIENT, and the STATE may withhold payment to SUBRECIPIENT for the purpose of mitigating the STATE's damages until such time as the exact amount of damages due to the STATE from SUBRECIPIENT is determined. The STATE may withhold any amount that may be due SUBRECIPIENT as the STATE deems necessary to protect the STATE against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the STATE in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The STATE, in its discretion, may exercise one or more of the following additional remedies:

1. Suspend Performance

Suspend SUBRECIPIENT's performance with respect to all or any portion of the Work pending corrective action as specified by the STATE without entitling SUBRECIPIENT to an adjustment in price or cost or an adjustment in the performance schedule. SUBRECIPIENT shall promptly cease performing Work and incurring costs in accordance with the STATE's directive, and the STATE shall not be liable for costs incurred by SUBRECIPIENT after the suspension of performance.

2. Withhold Payment

Withhold payment to SUBRECIPIENT until SUBRECIPIENT corrects its Work.

3. Deny Payment

Deny payment for Work not performed, or that due to SUBRECIPIENT's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

4. Removal

Demand immediate removal of any of SUBRECIPIENT's employees, agents, or Subcontractors from the Work whom the STATE deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the STATE to be contrary to the public interest or the STATE's best interest.

5. Intellectual Property

If any Work infringes, or if the STATE in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, SUBRECIPIENT shall, as approved by the STATE (i) secure that right to use such Work for the STATE and SUBRECIPIENT; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the STATE.

b. SUBRECIPIENT's Remedies

If the STATE is in breach of any provision of this Agreement and does not cure such breach, SUBRECIPIENT, following the notice and cure period in §10 and the dispute resolution process in §12, shall have all remedies available at law and equity.

12. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the STATE reserves the right to terminate this Agreement at any time upon written notice of termination or if the SUBRECIPIENT has failed to comply with the terms of this Agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUBRECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

13. Conflicts of Interest

a. Actual Conflicts of Interest

SUBRECIPIENT shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of SUBRECIPIENT under this Agreement. Such a conflict of interest would arise when a SUBRECIPIENT or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the STATE, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

b. Apparent Conflicts of Interest

SUBRECIPIENT acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the STATE's interests. Absent the STATE's prior written approval, SUBRECIPIENT shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of SUBRECIPIENT's obligations under this Agreement.

c. Disclosure to the State.

If a conflict or the appearance of a conflict arises, or if SUBRECIPIENT is uncertain whether a conflict or the appearance of a conflict has arisen, SUBRECIPIENT shall submit to the STATE a disclosure statement setting forth the relevant details for the STATE's consideration. Failure to promptly submit a disclosure statement or to follow the STATE's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered:

- a. by hand with receipt required;
- b. by certified or registered mail to such Party's principal representative at the address set forth below; or
- c. as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement.

If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

a. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, SUBRECIPIENT hereby assigns to the STATE, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that SUBRECIPIENT cannot make any of the assignments required by this section, SUBRECIPIENT hereby grants to the STATE a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The STATE may assign and license its rights under this license.

ii. Patents

In addition, SUBRECIPIENT grants to the STATE (and to recipients of Work Product distributed by or on behalf of the STATE) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by SUBRECIPIENT that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the STATE.

iii. Assignments and Assistance

Whether or not SUBRECIPIENT is under Agreement with the STATE at the time, SUBRECIPIENT shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the STATE, to enable the STATE to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. SUBRECIPIENT assigns to the STATE and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

b. Exclusive Property of the STATE

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing STATE Records, STATE software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the STATE (collectively, "STATE Materials"). SUBRECIPIENT shall not use, willingly allow, cause or permit Work Product or STATE Materials to be used for any purpose other than the performance of SUBRECIPIENT's obligations in this Agreement without the prior written consent of the STATE. Upon termination of this Agreement for any reason, SUBRECIPIENT shall provide all Work Product and STATE Materials to the STATE in a form and manner as directed by the STATE.

c. Exclusive Property of SUBRECIPIENT

SUBRECIPIENT retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to SUBRECIPIENT including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by SUBRECIPIENT under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "SUBRECIPIENT Property"). SUBRECIPIENT Property shall be licensed to the STATE as set forth in this Agreement or a STATE approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the STATE from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. General Provisions

a. Assignment

SUBRECIPIENT's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the STATE. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of SUBRECIPIENT's rights and obligations approved by the STATE shall be subject to the provisions of this Agreement.

b. Subcontractors

SUBRECIPIENT shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the STATE. SUBRECIPIENT shall submit to the STATE a copy of each such subgrant or Subcontract upon request by the STATE. All subgrants and Subcontracts entered into by SUBRECIPIENT in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of New Mexico, and shall be subject to all provisions of this Agreement. If the entity with whom SUBRECIPIENT enters into a Subcontract or subgrant would also be considered a SUBRECIPIENT, then the Subcontract or subgrant entered into by SUBRECIPIENT shall also contain provisions permitting both SUBRECIPIENT and the STATE to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

c. Binding Effect

Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

d. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

e. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

f. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

g. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

h. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the STATE Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

i. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable New Mexico law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the STATE.

j. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

k. External Terms and Conditions

Notwithstanding anything to the contrary herein, the STATE shall not be subject to any provision included in any terms, conditions, or agreements appearing on SUBRECIPIENT's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

l. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

m. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

o. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

p. Standard and Manner of Performance

SUBRECIPIENT shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in SUBRECIPIENT's industry, trade, or profession.

q. Licenses, Permits, and Other Authorizations

SUBRECIPIENT shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

r. Compliance with State and Federal Law, Regulations, and Executive Orders

SUBRECIPIENT shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

17. Severability, Entire Agreement and Captions

This Agreement shall be governed by and construed in accordance with the laws of the State New Mexico. If any provision of this Agreement is held invalid, void, or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any ERAP 2 Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the STATE and the SUBRECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

18. Publicity,

- A. Any Publicity regarding the subject matter of this agreement must not be released without prior written approval from the DFA. For purposes of this agreement, "Publicity" means notices, informational pamphlets, press releases, email response, research, reports, signs, and similar public notices prepared by or for the Subrecipient or jointly with others.
- B. The Subrecipient shall not issue, without consent of the DFA, any press release, or make any public announcement with respect to this agreement. In the performance of responsibilities under this agreement, the Subrecipient agrees to obtain approval of the DFA in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the image of the DFA or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- C. For violations of either 18(A) or 18(B), as determined solely by the DFA, the DFA reserves the right to terminate this agreement.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

IN WITNESS WHEREOF, the STATE and the SUBRECIPIENT do hereby execute this Agreement as of the date of signature by the STATE below.

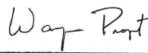
THIS AGREEMENT has been approved by:

[SUBRECIPIENT NAME]: City of Albuquerque


Samantha Sengel, Chief Administrative Officer

8/12/24
Date

NEW MEXICO DEPARTMENT OF DEPARTMENT OF FINANCE AND
ADMINISTRATION:

DocuSigned by:

6EB4D958A89A432...
Wayne Propst, Cabinet Secretary

8/20/2024
Date

EXHIBIT A**FEDERAL AWARD INFORMATION**

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Emergency Rental Assistance 2 Program
Subrecipient Name: **City of Albuquerque**

Subrecipient Unique Identification (ID) Number: FXHXYLX5LWD8

Subaward Period of Performance (Start and End Date): Effective Date of this Agreement and August 30, 2025.

Amount of Federal Funds Obligated to Subrecipient: **\$1,637,005.00**

Federal Budget Category	Budget Allocation (Maximum)
Calle Cuarta Project	1,637,005.00
Total Program Budget	1,637,005.00
Administrative Expenses	\$0.00
Total Amount of Federal Funds Obligated to Subrecipient	1,637,005.00

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Fund

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

Department of Finance and Administration

407 Galisteo Street
Santa Fe, NM 87501
(505) 827-4985

Assistance Listing Number (ALN): 21.023

EXHIBIT B**SCOPE OF WORK AND BUDGET**

SUBRECIPIENT will use ERAP 2 funds to provide full performance of all tasks listed in section *I. Deliverables*, below. ERAP 2 funds will be requested monthly according to the Request for Payment procedures specified in this Agreement and section *II. Invoice Submission*, below. All funds shall be obligated and expended by SUBRECIPIENT in accordance with this Agreement. The period of performance to execute work and/or incur costs against the \$ 1,637,005.00 subaward funding for this project begins on the *Effective Date of this Agreement* and ends on *August 30, 2025*. SUBRECIPIENT shall use Budget funds for the timely and full performance of the deliverables listed and described in section *I. Deliverables*, below.

I. Deliverables

Deliverable	Description of Deliverable
1. City of Albuquerque Calle Cuarta Subdivision Construction Project ("Project")	<p>Total Project Budget Allocation (Maximum): 1,637,005.00</p> <p>SUBRECIPIENT will perform the following:</p> <ol style="list-style-type: none"> 1. Build 6 affordable housing units in the Calle Cuarta Housing Subdivision project located at 3525 4th St. NW Albuquerque, NM 87107 ("Project Site"); 2. Project will include,; 3. Pay for Direct Construction; of 6 new affordable housing units 4. Complex is an affordable housing site apartment complex with thirty-one (31) units for households earning up to 50% or less of area median income; and 5. Partner with contractor selected in accordance with applicable federal and state procurement requirements. 6. Seek partnerships in a manner that is consistent with 2 CFR 200 and that will ensure timely completion of the Project. 7. Use of and alignment with one or more of the following Low-Income Housing Tax Credit (Treasury), HOME Investment Partnerships Program (U.S. Department of Housing and Urban Development (HUD), HOME-ARP Program (HUD), Housing Trust Fund Program (HUD), Public Housing Capital Fund (HUD), Indian Housing Block Grant Program (HUD), Section 202 Supportive Housing for the Elderly (HUD), Section 811 Supportive Housing for Persons with Disabilities (HUD) Farm Labor Housing Direct Loans and Grants (U.S. Department of Agriculture (USDA)), Multifamily Preservation and Revitalization Program (USDA) and ARPA ERAP 2 funds to complete the Project;

	<p>8. Ensure the Project meets all applicable requirements with respect to resident income restrictions, the Affordability Period and related covenant requirements for assisted units, resident protections, and housing quality standards;</p> <p>9. Ensure all ERAP 2-Assisted Units of the Project complies with all applicable affordability requirements by executing and authorizing the recording against the Property and the Project of the Land Use Restriction Agreement attached as Exhibit G (“LURA”);</p> <p>10. Ensure Project meets applicable property standards and will ensure that all of the Property, Project Site, and the Project are maintained in compliance with federal, state, and local code requirements for the term of the LURA and the Affordability Period.</p>
2. Monthly Reporting	<p>SUBRECIPIENT shall provide a monthly detailed report within ten (10) days of the end of the month describing in detail the following:</p> <p>(i) Breakdown of cost performance to budget allocation by the budget categories as listed in section IV below;</p> <p>(ii) <u>Clearly identify and distinguish funds received under this Agreement from other funds applied to the Project;</u> and</p> <p>(iii) Any other information deemed relevant by the STATE.</p>

II. Invoice Submission

1. SUBRECIPIENT shall submit an Invoice for payment on the first of every month by the end of business. If the first of the month falls on a holiday or weekend, then SUBRECIPIENT shall submit an invoice on the next regular business day.
2. If SUBRECIPIENT fails to submit an Invoice on the first of the month or in accordance with step 1 above, then SUBRECIPIENT shall wait to submit an Invoice until the first of the month following the month missed by SUBRECIPIENT.

III. Breakdown of Project Costs

Project Name: <u>Calle Cuarta</u>		Date: <u>9/12/2023</u>	
Total Units: <u>61</u>		Low Income Units: <u>61</u>	
*Round figures to nearest dollar			
LIHTC portion		0.790572938	LW/Retail: 0.209427062
		FEDERAL HTC REQUESTS ONLY	
		RESIDENTIAL COSTS ONLY	
TOTAL ACTUAL COST	COMMERCIAL	RESIDENTIAL	ACQUISITION BASIS
			REHAB/ NEW CONSTRUCTION BASIS
			Rehab/NC Projects enter entire NC + Rehab amount in column to the left and enter rehab amount here.
ACQUISITION COSTS			
Land Acquisition	-		
Building Acquisition	-		
Other (a)	5,000	5,000	5,000
SUBTOTAL	5,000	5,000	5,000
TOTALS FROM SCHEDULE "D" CONTRACTOR'S AND MORTGAGOR'S COST BREAKDOWN			
Demolition (I)	-	-	-
Abatement (II)	-	-	-
Site Construction (III)	1,837,200	94,733	1,542,467
Buildings and Structures (IV)	12,898,800	1,944,900	10,951,900
Off-Site Improvements (V)	945,800	-	945,800
Other Costs (VI)	89,800	-	89,800
SUBTOTAL (VII)	15,569,600	2,039,633	13,529,967
OTHER CONSTRUCTION COSTS			
Contractor Overhead	311,392	40,793	270,599
Contractor Profit	622,784	81,585	541,199
General Requirements	934,178	122,378	811,798
Construction Contingency	1,450,000	303,669	1,146,331
Gross Receipts Tax (GRT)	1,359,568	177,051	1,182,517
Landscaping	-		
Furniture, Fixtures, & Equipment	200,000		200,000
Other (b)	872,319	182,887	689,431
SUBTOTAL	5,760,239	908,164	4,842,075
PROFESSIONAL SERVICES/FEES			
Architect (Design)	582,188	121,928	460,262
Architect (Supervision)	134,292	28,124	106,168
Attorney (Real Estate)	50,000	10,471	39,529
Engineer/Survey	77,983	18,332	61,651
Other (c)	171,740	35,967	135,773
SUBTOTAL	1,016,203	212,820	803,383
CONSTRUCTION FINANCING			
Contractor's Hazard Insurance	-		
Contractor's Liability Insurance	200,537	26,278	174,259
Contractor's Performance Bond	191,900	25,074	166,826
Interest	950,000		475,000
Origination/Discount Points	95,066		95,066
Credit Enhancement	-		
Inspection Fees	30,000	8,283	23,717
Title and Recording	80,000	16,764	63,246
Legal	65,000	13,813	51,387
Taxes	25,064	5,249	19,815
Other (d)	15,500	3,248	12,254
SUBTOTAL	1,653,067	98,498	1,081,569

--CONTINUED ON NEXT PAGE--

FOOTNOTES

- 1) Subtotal from Section I, Schedule "D"
- 2) Subtotal from Section II, Schedule "D"
- 3) Subtotal from Section III, Schedule "D"

- 4) Subtotal from Section IV, Schedule "D"
- 5) Subtotal from Section V, Schedule "D"
- 6) Subtotal from Section VI, Schedule "D"
- 7) Subtotal from Section VII, Schedule "D"

Project Name:		Calle Cuarta		Date: 9/12/2023		
Total Units:		61		Low Income Units: 61		
*Round figures to nearest dollar		LIHTC portion		0.790572938 LW/Retail: 0.209427062		
				FEDERAL HTC REQUESTS ONLY		
				RESIDENTIAL COSTS ONLY		
		TOTAL ACTUAL	COMMERCIAL	RESIDENTIAL	ACQUISITION	REHAB/ NEW CONSTRUCTION
		COST			BASIS	BASIS
						Rehab/NC Projects enter entire NC + Rehab amount in column to the left and enter rehab
PERMANENT FINANCING COSTS						
Bond Premium	-					
Credit Report	-					
Origination/Discount Points	28,723			28,723		
Credit Enhancement	-					
Title and Recording	27,500			27,500		
Legal	15,000			15,000		
Costs of Bond Issuance	-					
Pre-Paid MIP	-					
Reserves and Escrows	-					
Other (e)	-					
SUBTOTAL	71,223			71,223		
SOFT COSTS						
Market Study	11,543			11,543		11,543
Environmental	3,220			3,220		3,220
Tax Credit Fees	106,116			106,116		
Appraisal	7,500	1,571		5,929		5,929
Hard Relocation Costs	-					
Accounting/Cost Certification	25,000			25,000		
Other (f)	290,000	41,885		248,115		248,115
SUBTOTAL	443,379	43,456		399,923		268,807
SYNDICATION						
Organization	90,000			90,000		
Bridge Loan	-					
Tax Opinion	-					
Other (g)	30,000	6,283		23,717		
SUBTOTAL	120,000	6,283		113,717		
TDC before Dev. Fees & reserves	24,628,710	3,306,853		21,321,857		19,498,401
RESERVES						
Rent Up	35,000			35,000		
Operating	289,555			289,555		
Replacement	-					
Escrows/Working Capital	-					
Other (h)	-					
SUBTOTAL	324,555			324,555		
DEVELOPER FEES						
Developer Fee*	1,292,500			1,292,500		1,292,500
Consultant Fee	-					
Relocation Consultant	-					
SUBTOTAL	1,292,500			1,292,500		1,292,500
Total Development Cost TDC)	26,245,765	3,306,853		22,938,912		20,790,901

IV. Budget

Federal Budget Category	Budget Allocation (Maximum)
Affordable Housing Project	1,637,005.00
Total Program Budget	1,637,005.00
Administrative Expenses	0.00
Total Subaward Amount	1,637,005.00

V. Significant Changes to Scope of Work

The SUBRECIPIENT is required to notify and seek written approval of the STATE in advance of any proposed material changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the STATE to re-evaluate the eligibility of the work under this Subaward.

(End of Scope of Work)

EXHIBIT C**FEDERAL PROVISIONS****1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the ERAP 2 statute, ERAP 2 Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of New Mexico agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.6. “Grantee” means the state identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Prime Recipient” means the New Mexico State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

- 2.1.12. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.14.1. Salary and bonus;
 - 2.1.14.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.14.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.14.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.14.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.14.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.15. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.16. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.17. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei

3. COMPLIANCE.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient’s information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient’s information.

5. TOTAL COMPENSATION.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Subrecipient shall report data elements to SAM and to the State as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above ERAP 2 reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by the State as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
- 8.1.1. Subrecipient shall use the ERAP 2 Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June.

PROCUREMENT STANDARDS.

- 8.2. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

- 8.3. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 8.4. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
- 11.1.1. [Applicable to federally assisted construction Agreements.] **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] **Davis-Bacon Act**. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). See Exhibit E.

- 11.1.3. **Rights to Inventions Made Under a grant or agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.1.4. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. **Debarment and Suspension** (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. **Never Agreement with the enemy** (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 11.1.8. **Prohibition on certain telecommunications and video surveillance services or equipment** (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 11.1.9. **Title VI of the Civil Rights Act**. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

12. CERTIFICATIONS.

- 12.1. Subrecipient Certification. Subrecipient shall sign a "State of New Mexico Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 12.2. Unless prohibited by Federal statutes or regulations, the State may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. EXEMPTIONS.

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

- 13.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.

- 13.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 13.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 13.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 13.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 13.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 13.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT D

AGREEMENT WITH SUBRECIPIENT OF FEDERAL FUNDS

Section 3206 of the American Rescue Plan Act ("Act"), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State and Local Fiscal Recovery Fund. The State of New Mexico has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This Agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury, apply to your organization. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 3206 of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal funds as specified in bills passed by the Legislature and signed by the Governor.

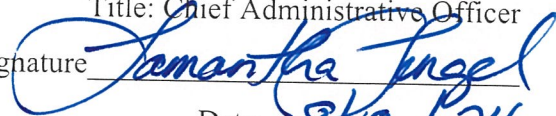
Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Organization Name: City of Albuquerque

Subrecipient Organization Representative: Samantha Sengel

Title: Chief Administrative Officer

Signature



Date: 8/12/24

Agreement with Subrecipient of Federal Funds Terms And Conditions

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds reimbursed under this award may only be used in compliance with the ERAP 2 program and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and State Agency. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may NOT use funds provided under this award to pay for indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of New Mexico understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Agency or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Agency shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of New Mexico by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E

DAVIS-BACON ACT REQUIREMENTS (IF APPLICABLE)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the “Recovery Act”), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).
- The \$2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the “site of the work” that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).

- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).
- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a “force account” basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: (www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf 1321).

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL’s Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an “Other Action Request.” The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the "Add File" button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

EXHIBIT F

ERAP 2 SUBRECIPIENT QUARTERLY REPORT

1. ERAP 2 SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The ERAP 2 Subrecipient Quarterly Report Workbook must be submitted to the STATE within ten (10) calendar days following each quarter ended September, December, March and June.

EXHIBIT F

ERAP 2 SUBRECIPIENT PROJECT REQUIREMENTS

The construction of the affordable rental housing project must be for “very low-income families,” whose incomes do not exceed 50 percent of the median family income for the area.

- The operation of the housing project must be for “very low-income families.”
- The project must align with at least one of the following federal programs:
 - Low-Income Housing Tax Credit (Treasury)
 - HOME Investment Partnerships Program (U.S. Department of Housing and Urban Development (HUD))
 - HOME-ARP Program (HUD)
 - Housing Trust Fund Program (HUD)
 - Public Housing Capital Fund (HUD)
 - Indian Housing Block Grant Program (HUD)
 - Section 202 Supportive Housing for the Elderly (HUD)
 - Section 811 Supportive Housing for Persons with Disabilities (HUD)
 - Farm Labor Housing Direct Loans and Grants (U.S. Department of Agriculture (USDA));
 - Multifamily Preservation and Revitalization Program (USDA)

Additional Requirements:

The award funds used for affordable rental housing purposes will be subject to the applicable requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR Part 200. Specifically, sub-grantees are required to comply with the applicable procurement standards set forth in 2 CFR §§ 200.317 through 200.327 when procuring goods and services for these eligible purposes, and the allowability of expenses related to affordable rental housing and eviction prevention purposes will be subject to the Cost Principles set forth in 2 CFR Part 200, Subpart E.

“Very Low-Income Families.”

- The household income of occupants of units funded through this is limited to the maximum income applicable to very low-income families, as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)); and
- Such income limitation is imposed through a covenant, land use restriction agreement (LURA), or other enforceable legal requirement for a period of at least 20 years.

CITY OF ALBUQUERQUE

● Active Registration

Unique Entity ID

FXHXYLX5LWD8

CAGE/NCAGE

49BR7

Expiration Date

May 24, 2025

Physical Address

One Civic Plaza NW

11TH Floor

Albuquerque, New Mexico

87102-2109, United States

Mailing Address

1 Civic Plaza NW

Albuquerque, New Mexico

87102, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As

(blank)

URL

<https://www.cabq.gov/family>

Division Name

Family & Community Services

Division Number

(blank)

Congressional District

New Mexico 01

State/Country of

Incorporation

(blank), (blank)

Registration Dates

Activation Date

May 29, 2024

Initial Registration Date

Sep 28, 2007

Submission Date

May 24, 2024

Owner

CAGE

Legal Business Name

Immediate Owner

(blank)

(blank)

Highest Level Owner

(blank)

(blank)

Entity Dates

Entity Start Date

Jan 1, 1891

Fiscal Year End Close Date

Jun 30

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Attachment B

**SUPPLEMENTAL CITY
MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

(Leasehold)

(\$2,017,005.00 Loan)

THIS SUPPLEMENTAL CITY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("**Mortgage**") is made as of _____, 2025, by CALLE CUARTA LIMITED PARTNERSHIP LLLP, a New Mexico limited liability limited partnership, whose address is 901 Pennsylvania Avenue NE, Albuquerque, New Mexico 87110, as mortgagor ("**Borrower**") and YES HOUSING, INC., a New Mexico nonprofit corporation, whose address is 901 Pennsylvania Avenue NE, Albuquerque, New Mexico 87110, as mortgagee ("**Lender**").

Borrower, in consideration of the indebtedness herein recited hereby mortgages, warrants, grants, conveys and assigns to Lender, Borrower's leasehold interest in the real property located in the City of Albuquerque, County of Bernalillo, New Mexico as described on Exhibit A attached hereto and incorporated herein by this reference (the "**Land**").

(a) TOGETHER WITH all of Borrower's interest in any and all buildings and improvements now or hereafter erected on the Land, including but not limited to the fixtures, appurtenances, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements, but specifically excluding personal property of tenants in the buildings (the "**Improvements**"). The Land and Improvements are referred to collectively as the "**Property**." The Property will be developed into an affordable housing apartment building, four Live-Work Units (the "**Live-Work Units**") and five ground level Retail spaces (the "**Retail Units**") using a condominium structure. Following the construction and transfer of the Live-Work Units of the Project to YES Calle Cuarta Live-Work, LLC and the transfer of the Retail Units to YES Calle Cuarta Retail, LLC pursuant to the terms set forth in the Partnership Agreement of the Borrower, the Lender agrees to release the lien created by this Mortgage from the Live-Work Units and the Retail Units.

(b) For purposes of this Mortgage, "fixtures" shall be deemed to include, to the fullest extent allowed by law, all equipment and machinery now or at any time hereafter located in, on, under or about the Property or appurtenant thereto, that is used in connection therewith and which is or becomes so related to the Property that an interest arises in it under real estate law. Such fixtures shall include, without limitation, all machinery, equipment (including without limitation pipes, furnaces, conveyors, drums, fire sprinklers and alarms systems, and air conditioning, heating, refrigerating, electronic monitoring, food storage, food processing, trash and garbage removal and maintenance equipment), office equipment, built-in tables, chairs, planters, desks, sofas, shelves, lockers, cabinets, safes, furnishings, appliances including without limitation iceboxes, refrigerators, dishwashers, stoves, ovens, microwave ovens, trash compactors, washers, dryers, fans, heaters, water heaters and incinerators), rugs, carpets and other

floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures.

(c) **TOGETHER WITH**, all rents, issues, profits, royalties, deposits, receipts, revenues, income and all other benefits derived from the Property (collectively, the "**Rents**"), subject to the right, power and authority hereinafter given to Borrower to collect and apply the Rents.

Borrower and Lender covenant and agree as follows:

1. **Note; Other Obligations Secured.** This Mortgage is given to secure to Lender: (1) the repayment of the indebtedness evidenced by Borrower's Promissory Note (the "**Note**") of even date herewith in the principal sum of \$2,017,005.00 (which includes \$1,637,005.00 of ERAP2 funds and \$380,000.00 of State Capital Outlay funds), according to the terms of the Note payable to order of Lender, and extensions or renewals thereof; (2) the performance of each agreement and covenant of Borrower incorporated by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned by Lender to Borrower, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Mortgage.

2. **Payment of Principal.** Borrower shall promptly pay when due the principal of the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

3. **Prior Mortgages and Deeds of Trust Charges Liens.** Borrower shall perform all or Borrower's obligations under any prior mortgage and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Mortgage. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this Section 3 if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

4. **Property Insurance.**

(a) Borrower shall keep the Improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Mortgage as well as any prior encumbrances on the Property. All of the foregoing shall be known as "**Property Insurance.**"

(b) The insurance carrier providing the Property Insurance shall be qualified to write Property Insurance in New Mexico and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All Property Insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Property Insurance policies shall be furnished to Lender at

or before closing, Lender shall have the right to hold the policies and renewals thereof.

(c) In the event of loss, Borrower shall give prompt notice to the Property Insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

(d) Property Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the Property Insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with Section 13 by tender to Borrower that the Property Insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the Property Insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage or any part thereof.

(e) Any such application of proceeds to principal shall not extend or postpone the due date of any required payments under the Note or change the amount of such payments. Notwithstanding anything herein to the contrary, if under Section 15 the Property is acquired by Lender, all right, title and interest of Borrower in and to any Property Insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

(f) All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior mortgage with respect to said insurance carriers, policies and proceeds.

(g) Borrower shall be in compliance with the requirements of this Section 4 if Borrower is in compliance with the insurance requirements set forth in any prior mortgage secured by the Property, or any other mortgage which may have or attain priority to this Mortgage.

5. Preservation and Maintenance of Property. Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

6. Protection of Lender's Security.

(a) Except when Borrower has exercised Borrower's rights under Section 3 above, if the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if a default occurs in a prior lien, or if an action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

(i) any general or special taxes or ditch or water assessments levied or accruing against the Property;

(ii) the premiums on any insurance necessary to protect any improvements comprising a part of the Property;

(iii) sums due on any prior lien or encumbrance on the Property;

(iv) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase;

(v) all other costs and expenses allowable by the evidence of debt or this Mortgage; and

(vi) such other costs and expenses which may be authorized by a court of competent jurisdiction.

(b) Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

(c) Any amounts disbursed by Lender pursuant to this Section 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in Section 1. Nothing contained in this Section 6 shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower written notice prior to any such inspection specifying reasonable cause thereof related to Lender's interest in the Property.

8. **Condemnation.**

(a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior mortgage.

(b) In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Mortgage and all prior liens (except taxes) that are to receive any of the award, all at the

value immediately prior to the date of taking; provided that the proceeds paid to Lender shall not exceed all amounts secured by this Mortgage. Notwithstanding anything to the contrary contained herein but subject to the rights of any senior lender, so long as the value of Lender's lien is not impaired, any condemnation proceeds may be used by Borrower for repair and/or restoration of the Project.

(c) If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

(d) Any such application of proceeds to principal shall not extend or postpone the due date of any required payments under the Note or change the amount of such payments.

(e) Borrower shall be in compliance with the requirements of this Section 8 if Borrower is in compliance with provisions regarding condemnation set forth in any prior mortgage secured by the Property, or any other mortgage which may have or attain priority to this Mortgage.

9. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Mortgage. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower nor Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

11. **Remedies Cumulative.** Each remedy provided in the Note and this Mortgage is distinct from and cumulative to all other rights or remedies under the Note and this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Section 20. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be in writing and shall be given and be effective upon (1) delivery to Borrower and Borrower's Limited Partner, or (2) mailing such notice by first class U.S. mail, addressed to Borrower and Borrower's Limited Partner at Borrower's and Borrower's Limited Partner's address stated herein or at such other address as

Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender, or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in any manner designated herein. Borrower's Limited Partner's address is:

Wells Fargo Community Investment Holdings, LLC
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attn: Director of Tax Credit Asset Management

14. **Governing Law; Severability.** The Note and this Mortgage shall be governed by the law of New Mexico. In the event that any provision or clause of this Mortgage or the Note conflicts with the law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and Note are declared to be severable.

15. **Acceleration; Foreclosure; Other Remedies.** At any time upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, or upon any default in a prior lien upon the property, subject to any cure period provided therein and subject further to the terms of the Senior Subordination Agreement (as defined below), Lender, at Lender's option, may declare the indebtedness secured hereby to be immediately due and payable without further demand, and may foreclose this Mortgage by judicial proceeding and may invoke any one or more other remedies permitted by applicable law or provided in this Mortgage or in the Note. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees, costs of documentary evidence, abstracts and title reports. Notwithstanding any other provisions of this Mortgage or the Note to the contrary, Borrower may not, until the end of the Compliance Period (as such term is defined in Borrower's Partnership Agreement), exercise its rights under this Mortgage without the prior written consent of the Borrower's Limited Partner.

16. **Standstill Restrictions.** Notwithstanding anything to the contrary contained in the City Mortgage, the City Note, the Development Agreement, the Restrictive Real Estate Covenants, or any documents executed in connection with the foregoing (collectively, the "Loan Documents"), the Lender agrees that during the compliance period of the buildings in the Project (as described in Internal Revenue Code Section 42(i)(1)), Lender will not commence (i) foreclosure proceedings with respect to the Project under the Loan Documents or exercise any other rights or remedies it may have under the Loan Documents, including but not limited to, accelerating the Note, collecting rents, appointing (or seeking appointment of) a receiver or exercising any other rights or remedies thereunder; or (ii) join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or litigation proceedings with respect to the Borrower (collectively, the "Standstill Restrictions"); provided, however, that notwithstanding the foregoing, the Standstill Restrictions shall not apply to the City, and the City shall be permitted to exercise any rights or remedies available to it under the Loan Documents, including remedies as set forth under Article XII of the Development Agreement, against the Borrower or Developer directly, and that the foregoing Standstill Restrictions shall not affect any rights or remedies that the City may have as

Lender of the Note or Mortgage by assignment to enforce the same; and provided further that nothing herein shall be constructed to affect the City's right to enforce the provisions of the Restrictive Covenants.

17. **Borrower's Right to Cure Default.** Whenever foreclosure is commenced for non-payment of any sums due hereunder, Borrower or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, reasonable attorney's fees and other fees all in the manner provided by law. Upon such payment, this Mortgage and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued. The Limited Partner shall have the right, but not the obligation, to cure defaults hereunder in the same manner as set out in the Note.

18. **Assignment of Rents; Appointment of Receiver; Lender In Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under Section 15 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

- a. Lender shall be entitled to a receiver for the Property after Acceleration under Section 15, and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice, notice being hereby expressly waived.
- b. Upon Acceleration under Section 15 or abandonment of the Property, Lender in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall cause the release of this Mortgage. Borrower shall pay all costs of recordation.

20. **Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the property under state or federal law presently existing or hereafter enacted.

21. **Transfer of the Property, Assumption.** The following events shall be referred to herein as a "**Transfer**": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of

a contract or agreement creating a right to acquire or receive, a general partnership interest or more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Borrower, or (v) the reorganization, liquidation or dissolution of the Borrower. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Mortgage or the creation of a senior lien or mortgage in favor of Senior Lender or Permanent Lender (each defined below), (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant, (iv) a transfer of limited partnership interests of Borrower, or (v) the removal or substitution of the general partner of Borrower in accordance to the Amended and Restated Agreement of Limited Partnership of the Borrower. At the election of Lender, in the event of each and every Transfer:

- a. All sums secured by this Mortgage shall become immediately due and payable (an Acceleration).
- b. If a Transfer occurs and should Lender not exercise Lender's option pursuant to Section 20(a) to Accelerate, the transferee shall be deemed to have assumed all of the obligations of Borrower under this Mortgage including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Lender may without notice to the Borrower deal with the transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to the transferee of undisbursed reserve funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.
- c. Should Lender not elect to Accelerate upon the occurrence of such transfer then, subject to Section 20(b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

22. **No Oral Agreements.** Pursuant to Section 58-6-5 NMSA 1978, a contract, promise or commitment to loan money or to grant, extend or renew credit, or any modification thereof, in an amount greater than Twenty-five Thousand Dollars and No/100 Dollars (\$25,000.00) not primarily for personal, family or household purposes made by a financial institution is not enforceable unless made in writing and signed by the party to be charged or that party's authorized representatives.

23. **Maximum Amount of Indebtedness.** Notwithstanding any provision to the contrary in this Mortgage or the Note which permits any additional sums to be advanced on or after the date of this Mortgage, whether as additional loans or for any payments authorized by this Mortgage, the total indebtedness secured by this Mortgage shall not at any time exceed three

hundred percent (300%) of the original principal amount of the Note set forth in Section 1 of this Mortgage.

24. **Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Mortgage.

25. **Senior Mortgage.** By acceptance hereof, Lender hereby acknowledges that this Mortgage is subordinate to (a) that certain Construction Leasehold Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated September 27, 2023, executed by Borrower for the benefit of Wells Fargo Bank, National Association ("Senior Lender") and recorded September 27, 2023 as document number 2023061836 in the real property records of Bernalillo County, New Mexico, securing a loan in the original principal amount of \$12,675,411 and all obligations of Borrower thereunder pursuant to the terms set forth under that certain Subordination and Standstill Agreement among Borrower, Lender and Senior Lender dated on or about the date hereof ("Senior Subordination Agreement"), and (b) that certain Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (or other mortgage or security instrument) by Borrower in favor of Rocky Mountain Community Reinvestment Corporation, a Utah nonprofit corporation ("Permanent Lender") securing the original principal amount of \$2,200,000 and all obligations of Borrower thereunder pursuant to the terms set forth under that certain Subordination Agreement by Borrower, Lender and Permanent Lender. Notwithstanding the foregoing, and notwithstanding the terms of the above-listed documents, the City's Restrictive Covenants shall not be subordinated, and nothing herein, or in the above-listed documents, shall be construed to affect the City's right to enforce the provisions of the Restrictive Covenants.

[Signature Page to Follow]

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first written above.

BORROWER:

CALLE CUARTA LIMITED PARTNERSHIP LLLP, a New Mexico limited liability limited partnership

By: YES CALLE CUARTA, LLC, a New Mexico
limited liability company, Its General Partner

By: YES Housing Inc., a New Mexico nonprofit corporation, Its Manager

By: Holly Barela, CPA, Senior Vice-
President, CFO/COO

LENDER:

YES HOUSING, INC., a New Mexico nonprofit corporation

By: Holly Barela, CPA, Senior Vice-President, CFO/COO

[illegible]

On this _____ day of _____, 2025, before me personally appeared Holly Barela, CPA, Senior Vice-President, CFO/COO, the Manager of YES HOUSING, INC., the General Partner of YES CALLE CUARTA, LLC, the General Partner of CALLE CUARTA LIMITED PARTNERSHIP LLLP, and acknowledged that she executed the same as her free act and deed on behalf of the Borrower .

My Commission Expires:

NOTARY PUBLIC

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

On this _____ day of _____, 2025, before me personally appeared Holly Barela, the CPA, Senior Vice-President, CFO/COO of YES HOUSING, INC., and acknowledged that she executed the same as her free act and deed on behalf of the YES HOUSING, INC.

My Commission Expires:

NOTARY PUBLIC

Exhibit A
(Description of the Land)

All that certain real property located in the County of Bernalillo, State of New Mexico, described as follows:

Tract lettered "A" of CALLE CUARTA (being a replat of Lots 1 thru 3, Block 1, Fitzgerald Addition and Tracts 90-C and 90-B-2, M.R.G.C.D. Property Map No. 33) within the Town of Albuquerque Grant, projected Section 5, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed in the office of the County Clerk of Bernalillo County, New Mexico on April 27, 2022 in Map Book 2022C, folio 35.

Attachment C

**SUPPLEMENTAL CITY
PROMISSORY NOTE**

\$2,017,005.00

FOR VALUE RECEIVED, the undersigned, CALLE CUARTA LIMITED PARTNERSHIP LLLP, a New Mexico limited liability limited partnership ("Maker"), promises to pay to the order of YES HOUSING, INC., a New Mexico nonprofit corporation ("Holder"), the principal sum of TWO MILLION SEVENTEEN THOUSAND FIVE and 00/100 DOLLARS (\$2,017,005.00), or so much thereof as may have been advanced to Maker by Holder, together with all charges as provided herein and accrued interest on the principal balance thereof outstanding from time to time at the applicable rate of interest as hereinafter specified.

On _____, 2025, Holder and the City of Albuquerque, New Mexico (the "City"), entered into a Third Supplemental Agreement to Development Agreement (the "Third Supplemental Agreement"). The original Development Agreement is dated January 19, 2022 and was previously supplemented by a First Supplemental Agreement dated November 29, 2022 and a Second Supplemental Agreement effective September 27, 2023. The Original Agreement, the First Supplemental Agreement, the Second Supplemental Agreement and the Third Supplemental Agreement may sometimes be referred to herein as the "Development Agreement". Pursuant to the Third Supplemental Agreement, the City agreed to make an additional grant (the "Grant") of funds to the Holder which funds have been allocated to the City under the American Rescue Plan Act Emergency Rental Assistance (ERAP2) Program and State Capital Outlay Funds. The Grant is being made to assist with the construction and development of an affordable housing community known as the Calle Cuarta Project located in the City of Albuquerque, New Mexico (the "Project").

The loan represented by this Promissory Note ("Note") is being made with the proceeds of the Grant. In consideration for the loan evidenced hereby, Maker agrees that it will comply with the applicable obligations and use restrictions respecting the Project set forth in the Supplemental City Restrictive Real Estate Covenants, dated _____, 2025 (the "Restrictive Real Estate Covenants"). Maker agrees that it will reasonably cooperate with Holder in connection with Holder's audit and other reporting requirements to the City and the State of New Mexico in connection with the loan evidenced hereby.

The Note will accrue interest at the rate of four and 19/100 percent (4.19%) per annum.

The proceeds of the loan evidenced by this Note may be assigned, with the prior written approval of both the City and Holder, to any successors, assignees or purchasers of the Project (each a "Successor Owner") who agree in writing to assume all obligations of Maker under the Development Agreement, the Mortgage, as herein defined, and this Note, and Maker will thereupon be released from all future liability hereunder, and such Successor Owner(s) will thereafter be treated as the "Maker" for all purposes hereunder.

Commencing on January 1st of the year following the date of repayment in full of the Senior Lender's loan evidenced by the Senior Note (as defined below), and on or before January 1 of each

year thereafter, the Maker shall make a payment on this Note to the extent of Residual Receipts for the immediately preceding year. "Residual Receipts" shall mean Cash Flow of the Maker (as that term is defined in the Amended and Restated Agreement of Limited Partnership of the Maker dated as of September 27, 2023) (the "Partnership Agreement") to the extent remaining to be distributed in the priority set forth in Section 4.02 of the Partnership Agreement. If not sooner paid, the entire outstanding balance of the principal sum and all accrued and unpaid interest thereon will be immediately due and payable in full on the earlier of (i) December 31, 2054, (ii) upon Maker's default or breach of this Note, subject to the notice and cure provisions set forth herein, or (iii) in the event of a sale of the Project.

All payments of principal and interest hereunder are payable in lawful money of the United States at Holder's office at **901 Pennsylvania, NE, Albuquerque, New Mexico 87110**, or at such other place as Holder may from time to time give notice in writing to Maker. All payments received hereunder will be applied first to accrued interest as of the date of payment and then to the outstanding principal balance of this Note.

This Note is secured by a Supplemental City Leasehold Mortgage, Assignment of Rents and Security Agreement of even date herewith, executed by Maker and recorded in the real property records of Bernalillo County, New Mexico (the "Mortgage"), conveying a mortgage and security interest in the Project and the Maker's leasehold interest in the real property constituting the site therefor. All of the provisions of the Mortgage are incorporated herein by reference.

Prepayments of all or any part of the balance of this Note may be made at any time and from time to time by Maker after payment in full of the loan evidenced by the Senior Note. No premium or penalty will be charged in connection with such prepayment.

The occurrence of any of the following is a default of the terms of this Note: (i) Maker fails to pay when due any installment of principal or interest hereunder; (ii) Maker dissolves or otherwise fails to maintain its status as a New Mexico limited liability limited partnership; or (iii) Maker fails to perform the covenants contained in this Supplemental City Note, the Supplemental City Mortgage, the Development Agreement with respect to the Grant (but specifically excluding the original City Grant, as defined therein), or the Supplemental City Restrictive Real Estate Covenants.

In the event the City requires repayment by Holder of the Grant, or any part thereof, Holder may, at its option, accelerate the indebtedness evidenced hereby to the extent of such repayment obligation, subject to the terms herein, including the notice and cure provisions below. If Holder fails to make any such repayment when due, Maker will have the right to make the required repayment directly to the City and will be entitled to full credit for all such payments against amounts otherwise due to Holder under this Note.

Upon an event of default hereunder, Holder shall provide notice thereof to Maker, Senior Lender, and Permanent Lender (each defined below) (a "Default Notice"). Maker will have thirty (30) days after receipt of a Default Notice to cure the default addressed therein (the "Cure Period"). If such default is reasonably capable of being cured within the Cure Period, Maker will have such period to effect a cure prior to exercise of remedies by Holder under this Note and the Mortgage. If such default is such that it is not reasonably capable of being cured within the Cure Period and if Maker initiates corrective action within the Cure Period and diligently and in good

faith works to effect a cure as soon as possible, then Maker shall have such additional time as is reasonably necessary to cure such default. Unless and until Maker receives a Default Notice, no action or inaction by or on behalf of Maker will be deemed an event of default hereunder, triggering Maker's obligation to cure or to pay the indebtedness evidenced hereby. In the event Maker receives a Default Notice and fails to cure the applicable default or Maker and Holder have not agreed in writing to a settlement thereof within the Cure Period, as extended, the whole unpaid balance hereof will, at once or at any time thereafter during the continuance of such default, at the option of Holder, become immediately due and payable, and Maker will pay on demand to Holder all costs and expenses, including reasonable attorney's fees, incurred by Holder in pursuing its remedies under this Note.

Notwithstanding anything to the contrary contained in the Mortgage, the Note, the Development Agreement, the Restrictive Real Estate Covenants, or any documents executed in connection with the foregoing (collectively, the "Loan Documents"), the Holder agrees that during the compliance period of the buildings in the Project (as described in Internal Revenue Code Section 42(i)(1)), Holder will not commence (i) foreclosure proceedings with respect to the Project under the Loan Documents or exercise any other rights or remedies it may have under the Loan Documents, including but not limited to, accelerating the Note, collecting rents, appointing (or seeking appointment of) a receiver or exercising any other rights or remedies thereunder; or (ii) join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or litigation proceedings with respect to the Maker (collectively the "Standstill Restrictions"); provided, however, that notwithstanding the foregoing, the Standstill Restrictions shall not apply to the City, and the City shall be permitted to exercise any rights or remedies available to it under the Loan Documents, including remedies as set forth under Article XII of the Development Agreement, against the Maker or Developer directly, and that the foregoing Standstill Restrictions shall not affect any rights or remedies that the City may have as holder of the Note or Mortgage by assignment to enforce the same; and provided further that nothing herein shall be construed to affect the City's right to enforce the provisions of the Restrictive Covenants.

Maker's limited partner (the "Limited Partner") may, at its option, cure any default for a period of thirty (30) days following notice thereof, which period may be extended with the prior consent of Holder if the Limited Partner has initiated efforts to cure the default within such thirty (30) day period and continues to diligently pursue those efforts to completion. Any cure of any default made or tendered by the Limited Partner will be deemed to be a cure by Maker and will be accepted or rejected on the same basis as if made or tendered by Maker.

All notices to Maker given hereunder must be in writing, must be hand delivered or sent by overnight courier or by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Maker: YES Housing, Inc.
901 Pennsylvania Avenue NE
Albuquerque, New Mexico 87110

Limited Partner: Wells Fargo Community Investment Holdings, LLC
MAC D1086-239
550 South Tryon Street, 23rd Floor
Charlotte, North Carolina 28202-4200
Attn: Director of Asset Management

Any such notice will be deemed effective when hand delivered, or one business day after timely delivery to an overnight courier for next day delivery to Maker (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the U.S. Postal Service. Copies of all notices hereunder or under the Mortgage sent to Maker must also be sent to the Limited Partner at the address set forth above. Any notice hereunder or under the Mortgage delivered to Maker will be deemed ineffective and not delivered until a copy of such notice is delivered to the Limited Partner.

Except to the extent expressly provided herein, Maker waives presentment for payment, notice of protest and notice of dishonor. Maker consents to any number of renewals or extensions of the time of payment hereof. Any such renewals or extensions may be made without notice to Maker and without affecting its liability.

Failure to accelerate the indebtedness evidenced hereby by reason of default in the payment of an installment of principal, interest, or principal and interest, or the acceptance of a past due installment of the same, will not be construed as a novation of this Note or as a waiver of the right of Holder to thereafter insist upon strict compliance with the terms of this Note without previous notice of such intention being given to Maker. This Note cannot be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

As used herein, the terms "Maker" and "Holder" will be deemed to include their respective successors, legal representatives and assigns, whether voluntary by action of the parties or involuntary by operation of law. This Note will be construed according to the laws of the State of New Mexico.

Any and all references in this Note to any other document or documents are references to such document or documents as the same may from time to time be modified, amended, renewed, consolidated or extended.

The representative of Maker subscribing below represents that he has full power, authority and legal right to execute and deliver this Note and that the debt evidenced hereby constitutes a valid and binding obligation of Maker.

Holder agrees that it shall not assign or transfer this Loan (or any interest therein) to any third party without the prior written consent of Maker and Limited Partner.

The indebtedness evidenced by this Note is and shall be subordinated in right of payment to the prior payment in full of (a) the indebtedness evidenced by a certain promissory note ("Senior Note") dated as of September 27, 2023, in the original principal amount of \$12,675,411 issued by Maker and payable to Wells Fargo Bank, National Association, a national banking association ("Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination and Standstill Agreement dated on or about the date hereof by and among the Holder of this Note, Senior Lender, and Maker (the "Senior Subordination Agreement"), and (b) the indebtedness evidenced by a note ("Permanent Lender Note") in the original principal amount of \$2,200,000 issued by Maker and payable to Rocky Mountain Community Reinvestment

Corporation, a Utah nonprofit corporation ("Permanent Lender"), to the extent and in the manner provided in that certain Subordination Agreement among the payee of this Note, Permanent Lender, and Maker (the "Permanent Lender Subordination Agreement").

The Mortgage securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the deed of trust or mortgage securing (a) the Senior Note as more fully set forth in the Senior Subordination Agreement, and (b) the Permanent Lender Note as set forth in the Permanent Lender Subordination Agreement. The rights and remedies of the Holder and each subsequent holder of this Note under the Mortgage securing this Note are subject to the restrictions and limitations set forth in the Senior Subordination Agreement and the Permanent Lender Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the holder of this Note under the Senior Subordination Agreement and the Permanent Lender Subordination Agreement.

This Note is a recourse obligations of the Holder and its general partner.

This Note is executed in Albuquerque, New Mexico on the ____ day of _____, 2025.

CALLE CUARTA LIMITED PARTNERSHIP LLLP,
a New Mexico limited liability limited partnership

By: YES CALLE CUARTA, LLC,
a New Mexico limited liability company,
Its General Partner

By: YES Housing Inc., a New Mexico nonprofit
corporation, Its Manager

By: _____
Holly Barela
Title: CPA, Senior Vice-President,
CFO/COO

ATTACHMENT D**INFORMATION REQUIRED PURSUANT TO 2 CFR §200.332**

Requirements for Pass-Through Entities	
FEDERAL AWARD IDENTIFICATION	Emergency Rental Assistance Program 2
SUBRECIPIENT'S NAME	YES Housing, Inc.
SUBRECIPIENT'S UNIQUE ENTITY IDENTIFIER (DUNS)	85-0388252
FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	ERAE0504
FEDERAL AWARD DATE OF AWARD TO THE RECIPIENT BY THE FEDERAL AGENCY	June 1, 2021
SUBAWARD PERIOD OF PERFORMANCE START AND END DATE, AND SUBAWARD BUDGET PERIOD START AND END DATE	START DATE: August 20, 2024 END DATE: August 30, 2025
AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION BY THE PASS-THROUGH ENTITY TO THE SUBRECIPIENT	\$ 1,637,005.00
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT BY THE PASS-THROUGH ENTITY INCLUDING CURRENT OBLIGATION	\$1,637,005.00
TOTAL AMOUNT OF THE FEDERAL AWARD COMMITTED TO THE SUBRECIPIENT BY THE PASS-THROUGH ENTITY	\$1,637,005.00
FEDERAL AWARD PROJECT DESCRIPTION, AS REQUIRED TO BE RESPONSIVE TO THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)	"Grant of Federal Rental Assistance 2 ("ERA2") to the City of Albuquerque for the purpose of complete and full performance of the Scope of Work attached to this Subrecipient Agreement."
NAME OF FEDERAL AWARDOING AGENCY	U.S. Department of Treasury
NAME OF PASS-THROUGH ENTITY	City of Albuquerque, New Mexico

CONTACT INFORMATION FOR AWARDING OFFICIAL OF THE PASS-THROUGH ENTITY	Gilbert Ramirez, Director Department of Health, Housing & Homelessness 400 Marquette Avenue NW 5 th Floor, Room 504 Albuquerque, N.M. 505-768-2860 Email address: cpierce@cabq.gov
ASSISTANCE LISTING NUMBER AND NAME; THE PASS-THROUGH ENTITY MUST IDENTIFY THE DOLLAR AMOUNT MADE AVAILABLE UNDER EACH FEDERAL AWARD AND THE ASSISTANCE LISTING NUMBER AT TIME OF DISBURSEMENT	Name of Award: Assistance Listing Number: 21.023 Total Award: \$122,728,936.70
IDENTIFICATION OF WHETHER THE AWARD IS R&D	NOT R&D
INDIRECT COST RATE FOR THE FEDERAL AWARD	\$ 0
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) EMAIL ADDRESSES	Augustine Chris Baca, President/CEO Holly Barela, Senior Vice President/CFO/COO Michelle DenBleyker, Vice President of Development 901 Pennsylvania St. NE, Albuquerque, NM 87110 (505)254-1373 ACBaca@yeshousing.org ; HBarela@yeshousing.org ; MDenBleyker@yeshousing.org

Attachment E

**YES Housing, Inc.
Calle Cuarta**

SUPPLEMENTAL CITY RESTRICTIVE REAL ESTATE COVENANTS

Made in Albuquerque, New Mexico

Date _____

These Supplemental City Restrictive Real Estate Covenants ("Restrictive Real Estate Covenants") are made by Calle Cuarta Limited Partnership, LLLP, a New Mexico limited liability limited partnership ("Owner") in favor of the City of Albuquerque whose address is One Civic Plaza, Albuquerque, New Mexico, 87102, Post Office Box 1293, Albuquerque, NM, 87103, a municipal corporation ("City"), and shall run with the land until modified or released by the City, as more fully described herein.

1. Recitals:

A. The Owner is the owner of a leasehold interest in that certain real estate ("Real Property") in Bernalillo County New Mexico, which is located in Albuquerque, NM and whose legal description is:

Tract lettered "A" of CALLE CUARTA (being a replat of Lots 1 thru 3, Block 1, Fitzgerald Addition and Tracts 90-C and 90-B-2, M.R.G.C.D. Property Map No. 33) within the Town of Albuquerque Grant, projected Section 5, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed in the office of the County Clerk of Bernalillo County, New Mexico on April 27, 2022 in Map Book 2022C, folio 35.

B. For consideration for the assistance given by the City for the benefit of the Owner, the Owner has agreed to restrictions on the use and rental of the Real Property in order to implement the Project. The Real Property shall be used only for the Project. The Owner is the owner of the Project named Calle Cuarta located at 3525 4th Street NW and 420 Fitzgerald NW. The Project is a 61 unit, affordable development that shall consist of 10 (1 studio, 5 one-bedroom 3 two-bedroom, and 1 three-bedroom) restricted units at 30% Area Median Income (AMI); 21 (3 studio, 8 one-bedroom, 7 two-bedroom, and 3 three-bedroom) restricted units at 50% of AMI; 23 (3 studio, 10 one-bedroom, 7 two-bedroom, and 3 three-bedroom) restricted units at 60% AMI; and 7 (1 studio, 3 one-bedroom, 2 two-bedroom, and 1 three-bedroom) restricted units at 80% AMI (collectively, the "Affordable Units"). The Calle Cuarta development will also incorporate an additional 4 live/work units (the "Live Work Units") and 21 townhomes (the "Townhomes"), (collectively the Live Work Units and the Townhomes may be referred to herein as the "Residential Units"). The final design of the Residential Units shall be subject to the Calle Cuarta Design Guidelines as provided in Exhibit B of City Council Resolution R-22-72, a

guiding document intended to provide parameters for the Residential Units. In addition, as resolved under R-22-72, community spaces within the (Residential) project shall be maintained in good faith by the Homeowners Association or similar organization and the public/pedestrian bike path that leads from Fairfield Place to the mixed-use component of the Project shall in good faith be available for use by the larger community. The Residential Units intended for ownership will be constructed on subdivided land into separate parcels and separate structures from the apartment building and will be financed separately and divided from this Project. Additionally, 4 ground-level retail spaces (the "Retail Units") while physically part of the apartment building are also to be financed separately and divided from this Project, using a condominium structure. Except for the Residential Units and the Retail Units, the Project shall remain an affordable rental housing project as provided herein. The Residential Units and the Retail Units shall not be subject to the Restrictive Real Estate Covenants and shall not be encumbered by that certain Mortgage, Assignment of Rents and Security Agreement of even date herewith, executed by Maker and recorded in the real property records of Bernalillo County, New Mexico (the "Supplemental City Mortgage"), and the City agrees to sign such documents as are necessary to release the Residential Units and the Retail Units from the Restrictive Real Estate Covenants and the Supplemental City Mortgage at the time such Units are subdivided. The term "Project" herein includes the Live Work Units and the Retail Units as long as such units are owned by Ownership Entity, and upon the conveyance of the Live Work Units and the Retail Units from the Ownership Entity, the term "Project" shall no longer include the Live Work Units and the Retail Units. The term "Project" does not include the Townhomes.

Additionally, the funding provided for under this agreement will allow the Calle Cuarta project to reinstate previous project amenities that were value engineered out of the Project Budget, to address the rising construction costs. The capital expense categories reinstated and funded by the ERAP2 contribution include but are not limited to: Installation of Solar Energy Technology, additional landscaping amenities, playground improvements, outdoor shade structure areas, community garden beds, interior fixtures (e.g. ceiling fans, package lockers, etc.), and interior finishes (e.g. solid surface countertops, corner guards, fitness flooring, window shades, etc.).

The Project shall remain an affordable rental housing project as more fully defined elsewhere in the Development Agreement between the City and YES Housing, Inc. ("Developer"), dated January 19, 2022, as amended or supplemented (the "Development Agreement") adopted by reference and incorporated herein as though set forth in this Restrictive Covenant.

2. Definitions

"AMI" means Area Median Income which is the annual income figure for a specific geographic area which is determined annually by the Department of Housing and Urban Development and adjusted for family size.

"Annual Income" means the anticipated total income from all sources, as defined in 24 CFR 5.609, to be received by the Family Head and spouse and each additional member of the household during a twelvemonth period.

"City's Low Income" families means households earning Family Income of 80% or less of the City's median income for the area, as determined by the U.S. Department of Housing and Urban Development.

"City's Very Low-Income" families means households earning Family Income of 50% or less of Median Family Income.

"Family" means one or more individuals residing in a household.

"Family Income" means the gross annual income earned or received through all sources by a Family.

"Home Assisted Unit" means that residential unit, which either directly, or indirectly, has received financial assistance for acquisition and/or construction from funds authorized in the Act. In rental projects where the funds provided through the Act are only a portion of the total Project cost, a prorated number of units shall be defined in the Agreement and designated as floating HOME assisted units.

"Housing Quality Standards" means the standards set forth in 24 CFR Part 887 to maintain decent, safe and sanitary living environment.

"HUD" means the U. S. Department of Housing and Urban Development.

"Program Income" means that portion of income generated from the Project subject to the requirements of 24 CFR Part 92 for HOME funded projects, Workforce Housing Program regulations for Workforce trust funded projects, and the Affordable Housing Ordinance for Gross Receipts Tax Funds, in addition to all applicable requirements of the City's Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque.

"Project" means the residential apartment development to be constructed upon the Real Property, including related on-site and off-site improvements, equipment and related rights therein. The Project includes the Live Work Units and the Retail Units as long as such units are owned by Ownership Entity, and upon the conveyance of the Live Work Units and the Retail Units from the Ownership Entity, the term "Project" shall no longer include the Live Work Units and the Retail Units.

"Special Needs" households means homeless people and/or people with physical or developmental disabilities or chronic mental illnesses as defined in HUD's Handbook 4571.2, Section 1-5, Parts A.2. and A.3.

"Utility Allowance" is the amount established by a schedule that is appropriate for a specific rent to cover the cost of utilities that are paid to the utility company as approved by the City.

"Workforce Housing" means rental and/or for-sale housing that is affordable to an individual whose annual household income does not exceed 80% of the area median income

(AMI) and whose monthly housing payment does not exceed 30% of the imputed income limit applicable to such unit or 35% under special conditions to be defined in the Workforce Housing Plan. The AMI is published annually by the United States Department of Housing and Urban Development.

3. Restrictive Real Estate Covenants

A. Use of Property. The Real Property shall be used as and only for the Project (except for the Live Work Units and Retail Units). The Project named Calle Cuarta is located at 3525 4th Street NW and 420 Fitzgerald NW, as legally described in above. The Project is a 61 unit, affordable development that shall consist of 10 (1 studio, 5 one-bedroom 3 two-bedroom, and 1 three-bedroom) restricted units at 30% Area Median Income (AMI); 21 (3 studio, 8 one-bedroom, 7 two-bedroom, and 3 three-bedroom) restricted units at 50% of AMI; 23 (3 studio, 10 one-bedroom, 7 two-bedroom, and 3 three-bedroom) restricted units at 60% AMI; and 7 (1 studio, 3 one-bedroom, 2 two-bedroom, and 1 three-bedroom) restricted units at 80% AMI (collectively, the "Affordable Units"). The Calle Cuarta development will also incorporate an additional 4 live/work units (the "Live Work Units") and 21 townhomes (the "Townhomes"), (collectively the Live Work Units and the Townhomes may be referred to herein as the "Residential Units"). The final design of the Residential Units shall be subject to the Calle Cuarta Design Guidelines as provided in Exhibit B of City Council Resolution R-22-72, a guiding document intended to provide parameters for the Residential Units. In addition, as resolved under R-22-72, community spaces within the (Residential) project shall be maintained in good faith by the Homeowners Association or similar organization and the public/pedestrian bike path that leads from Fairfield Place to the mixed-use component of the Project shall in good faith be available for use by the larger community. The Residential Units intended for ownership will be constructed on subdivided land into separate parcels and separate structures from the apartment building and will be financed separately and divided from this Project. Additionally, 4 ground-level retail spaces (the "Retail Units") while physically part of the apartment building are also to be financed separately and divided from this Project, using a condominium structure. Except for the Residential Units and the Retail Units, the Project shall remain an affordable rental housing project as provided herein. The Residential Units and the Retail Units shall not be subject to the Restrictive Real Estate Covenants and shall not be encumbered by the Supplemental City Mortgage, and the City agrees to sign such documents as are necessary to release the Residential Units and the Retail Units from the Restrictive Real Estate Covenants and the Supplemental City Mortgage at the time such Units are subdivided.

Additionally, the funding provided for under this agreement will allow the Calle Cuarta project to reinstate previous project amenities that were value engineered out of the Project Budget, to address the rising construction costs. The capital expense categories reinstated and funded by the ERAP2 contribution include but are not limited to: Installation of Solar Energy Technology, additional landscaping amenities, playground improvements, outdoor shade structure areas, community garden beds, interior fixtures (e.g. ceiling fans, package lockers, etc.), and interior finishes (e.g. solid surface countertops, corner guards, fitness flooring, window shades, etc.).

(1) The Project shall remain an affordable rental housing project as more fully defined elsewhere in the Development Agreement as amended or supplemented adopted by reference and incorporated herein as though set forth in this Restrictive Covenant.

(2) The Restrictive Real Estate Covenants shall terminate upon foreclosure of the City's Mortgage, and/or any mortgage upon the Property in a senior position to the City's Mortgage, or upon a transfer of the Property by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code.

B. Income Qualifications. The Owner shall determine the annual income of a household occupying or seeking to occupy the Affordable Units, in accordance with 24 CFR Part 5.609. The Project is intended to serve households at or below 80% AMI, as described herein and in accordance with the HUD-published Area Median Income for the City of Albuquerque.

(1) The Owner shall determine whether the annual income of household(s) occupying or seeking to occupy the Affordable Units, exceeds the applicable income limit prior to admission of the household(s) to occupancy.

(2) The Owner shall annually re-examine and document the income of households residing in the Affordable Units to ensure compliance with Sections B of these covenants.

C. Rent Determination. Rents charged occupants of the affordable units must be the lesser of the fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or a rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the areas, as determined by HUD, with adjustment for number of bedrooms in the unit. The rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

(1) Any rent increases of the Affordable Units other than those related to increases in the imputed income limits must be approved in writing by the City prior to implementation. If utilities are not included in the rent, an allowance must be made using the City's established utility allowance.

(2) Affordable Units continue to qualify as affordable housing despite a temporary noncompliance caused by increases in the income of existing tenants, if actions are being taken to ensure that a vacancy is filled in accordance with B above, until the noncompliance is corrected.

(3) In the event a tenant's income exceeds 80% of median income following initial occupancy, the tenant must pay 30% of tenant's adjusted income as rent, or the market rate for the neighborhood, whichever is less.

(4) The Owner shall ensure that each household occupying the affordable units will have an executed lease with the Owner in compliance with 24 CFR Part 92.253.

(5) In the event a unit(s) has funding from both low income housing tax credits and the City's Gross Receipts Tax Funds, the low-income housing tax credit rules shall apply. In the event of any conflict between the terms of Section 3.B and/or 3.C and the terms of the Section 42 of the Internal Revenue Code (the "Code"), the terms of the Code shall control.

(6) Any rent increases of the affordable units must be approved in writing by the City prior to implementation. If utilities are not included in the rent, an allowance must be made using the City's established utility allowance.

4. The Owner shall ensure that the property manager for the facility participates in the Albuquerque Police Department's Crime Free Multi-Housing Program and obtains program certification within one year of execution of this Agreement. The City shall be notified by Owner if facility is in jeopardy of losing its Crime Free Multi Housing Certification. Failure to obtain the program certification, or revocation of the certification from the facility manager, shall constitute a default of this Agreement.

5. The Owner shall establish a maintenance reserve fund for the Project in an amount not less than Three Hundred Dollars (\$300.00) per unit per annum within (90) days of achieving 100% occupancy and from the date of acceptance of the Certificate of Occupancy issued by the City of Albuquerque until the terms of this Agreement have been met.

6. Encumbrances. The Owner covenants and agrees that it shall not refinance, mortgage, suffer or allow the creation of a lien, nor otherwise encumber the Real Property after the date hereof, without the prior written consent of the City which consent shall not be unreasonably withheld or delayed, as determined in the City's sound governmental judgment in compliance with all applicable laws and ordinances. Notwithstanding the foregoing, the City consents to (i) existing deeds of trust or mortgages recorded against the Real Property that are senior to the Supplemental City Mortgage, including a construction deed of trust executed by Owner for the benefit of Wells Fargo Bank, National Association, recorded September 27, 2023, as document number 2023061836, and the deed of trust or mortgage in favor of Permanent Lender to be recorded to secure the Permanent Lender Note (as such terms are defined in the Supplemental City Mortgage), (ii) the lien of the leasehold deed of trust ("AHP Mortgage") in favor of Developer executed by Owner and recorded against the Real Property on April 3, 2025 as document number 2025026747 to secure a loan in the amount of \$610,000 ("AHP Loan") funded by the proceeds of a direct subsidy loan of Affordable Housing Program funds in the same amount, (iii) the collateral assignment of the AHP Mortgage by Developer to Wells Fargo Bank South Central, N.A., recorded against the Real Property on April 3, 2025 as document number 2025026749, (iv) and the Deed Restrictions relating to the AHP Loan executed by Owner and recorded against the Real Property on April 3, 2025 as document number 2025026748.

7. Property Standards Requirements. The Project will meet all Housing Quality Standards, or other physical property standards regulated by HUD and local building code requirements, and the City shall be allowed to inspect the Real Property and the Project, upon (72) hour notice to Owner, for the duration of this Agreement.

8. Monitoring/Reporting Requirements

A. The Owner shall report, in writing, at least quarterly during the construction and lease-up phases of the Project. The quarterly report shall include the process of construction as a percentage complete, construction funds expended with remaining balance, and number of units completed.

B. The City, at its discretion, may require a reasonable administrative fee from the Owner for the purpose of monitoring the project.

C. Income received from the rental of affordable units: 1) If funded by HOME, shall be considered Program Income and must comply with 24 CFR § 92.503; 2) If funded by WHTF or GRT, shall be considered Program Income and must comply with the Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque. For purposes of complying with the Administrative Requirements, the Owner may utilize Program Income for the Project, in addition to the City funding. A Program Income report detailing the uses of Program Income for the reporting period, will be provided by the Owner within thirty (30) days after the close of the quarter until the terms of this Agreement have been met.

D. The Owner shall report annually within 90 days of the close of the Owner's fiscal year until the terms of this Agreement have been met. The report shall include, but not be limited to, the financial statements for the Project, Income and Expense Statement for the Project, a Program Income budget, if applicable, the proposed uses of Program Income for the forthcoming year, and a certified rent roll showing household size, ethnicity, race, whether the occupant is female head of household, date of execution of the occupants' current lease, adjusted gross income and rental rates.

E. 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 Owner's records with respect to all matters covered by this Agreement. The Owner 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.

9. Term. The Owner's obligations designated herein are to commence upon the execution of these Restrictive Real Estate Covenants by the last party to sign ("Commencement Date"), 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, the Affordability requirement shall be continued for twenty (20) years from the completion of the Project ("Affordability Period"), unless terminated in accordance with Section 3(A)(2) hereof. If the Owner can provide sufficient credible evidence that the building placed on the Project's land is functionally obsolete or has reached the end of its useful life and financing the redevelopment of the building as an affordable housing project is not economically feasible, the City's governing body may approve the demolition of the building. A new building shall be built upon the Project's land that shall at a minimum include the same affordability requirements as specified in the original agreement. If no additional City funds are infused in the project, credit will be given

for the number of years the Affordability Period has been met. If additional City funds are infused under the Development Agreement, the initial twenty (20) year Affordability Period will commence anew.

10. Covenants Running with Real Property. These Restrictive Real Estate Covenants shall be and constitute covenants running with the Real Property during the Affordability Period and shall be enforceable by the City by legal and equitable action, including an action for injunctive relief.

11. City Grant Funds Repayment Obligation. The City has contributed the sum of \$2,017,005 in City Grant funding towards the development of the Project on the Real Property pursuant to the Third Supplemental Agreement. The \$2,017,005 portion of the City Grant funds must be repaid, without interest, to the City by the Owner in the event of a violation of the Affordability Period obligations pursuant to these Restrictive Real Estate Covenants, by the Owner (the "City Grant Funds Repayment Obligation") during the first twenty (20) years of the term of these Restrictive Real Estate Covenants. The City Grant Funds Repayment Obligation is the sole obligation of the Owner, its successors and assigns. In the event of violation of these Restrictive Real Estate Covenants the City shall give written notice to the Owner, the Owner's Tax Credit Investor (the "Investor"), and all holders of financial encumbrances against the Real Property, and these parties shall have thirty (30) days to cure the violation (or if the violation cannot reasonably be cured within thirty (30) days, then to commence to cure the violation and diligently pursue to cure the violation) before the City Grant Funds Repayment Obligation shall become due. The addresses for the Owner and the Investor are as follows:

Owner: Calle Cuarta Limited Partnerships, LLLP
c/o YES Housing, Inc.
901 Pennsylvania Avenue NE,
Albuquerque, New Mexico 87110

Investor: Wells Fargo Community Investment Holdings, LLC
MAC D1086-239
550 South Tryon Street, 23rd Floor
Charlotte, North Carolina 28202-4200
Attn: Director of Asset Management

12. Binding Effect. Upon execution of these Restrictive Real Estate Covenants by the Owner, the terms, conditions and covenants under these Restrictive Real Estate Covenants shall be binding and inure to the benefit of the parties and their representatives, successors and assigns.

13. Construction and Severability. If any part of these Restrictive Real Estate Covenants is held to be invalid or unenforceable, the remainder of the Restrictive Real Estate Covenants will remain valid and enforceable if the remainder is reasonably capable of completion.

Signed on this _____ day of _____, 2025

CALLE CUARTA LIMITED PARTNERSHIP, LLLP,
a New Mexico limited liability limited partnership

By YES CALLE CUARTA, LLC,
a New Mexico limited liability company

By YES HOUSING, INC.,
a New Mexico nonprofit corporation
Its manager

By: _____
Holly Barela, Its Senior Vice President/CFO/COO

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on ____ day of _____, 2025, by
Holly Barela, Senior Vice President/CFO/COO of YES Housing, Inc., a New Mexico nonprofit
corporation.

My Commission Expires:

NOTARY PUBLIC

ATTACHMENT F
2 CFR PART 200, APPENDIX II, CONTRACT REQUIREMENTS

2 CFR Part 200, Appendix II, Contract Requirements	Applicable to:
<p data-bbox="99 247 1143 289">Equal Employment Opportunity</p> <p data-bbox="99 321 1143 363">During the performance of this contract, the Sub-recipient agrees as follows:</p> <p data-bbox="99 394 1143 646">(1) The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p data-bbox="99 688 1143 909">Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p data-bbox="99 951 1143 1098">(2) The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p data-bbox="99 1140 1143 1570">(3) The Sub-recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Sub-recipient's legal duty to furnish information.</p> <p data-bbox="99 1612 1143 1822">(4) The Sub-recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Sub-recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p>	<p data-bbox="1166 247 1523 436">All contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3</p>

ATTACHMENT F
2 CFR PART 200, APPENDIX II, CONTRACT REQUIREMENTS

(5) The Sub-recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Sub-recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Sub-recipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Sub-recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Sub-recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Sub-recipient may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

ATTACHMENT F
2 CFR PART 200, APPENDIX II, CONTRACT REQUIREMENTS

<p>regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>Davis Bacon Act</p> <p>The Sub-recipient agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Sub-recipient must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.</p> <p>All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.</p> <p>Sub-recipient is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Sub-recipient is required to pay wages not less than once a week.</p>	<p>All prime construction contracts in excess of \$2,000 awarded by non-Federal entities</p>
<p>Copeland Anti-Kickback Act</p> <p>Sub-recipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>The Sub-recipient or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury or other applicable federal agency may by appropriate instructions require, and also a clause requiring the</p>	<p>Applicable for construction work over \$2,000</p>

ATTACHMENT F
2 CFR PART 200, APPENDIX II, CONTRACT REQUIREMENTS

<p>subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.</p> <p>A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.</p>	
<p>Contract Work Hours and Safety Standards Act</p> <p>Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</p> <p>Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Sub-recipient or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.</p> <p>Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Sub-recipient or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.</p> <p>Subcontracts: The Sub-recipient or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.</p>	<p>Applicable for contracts over \$100,000 that involve mechanics or laborers</p>
<p>Rights to Inventions Made under a Contract or Agreement</p>	<p>Applicable to funding agreements un 37 CFR 401.2(a)</p>

ATTACHMENT F
2 CFR PART 200, APPENDIX II, CONTRACT REQUIREMENTS

<p>If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by Treasury or other applicable federal agency.</p>	
<p>Clean Air Act and Federal Water Pollution Control Act</p> <p>The Sub-recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq.</i></p> <p>The Sub-recipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Treasury or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.</p> <p>The Sub-recipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury or other applicable federal agency.</p>	<p>Applicable to contracts over \$150,000</p>
<p>Debarment and Suspension</p> <p>This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Sub-recipient is required to verify that none of the Sub-recipient’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).</p> <p>Sub-recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by the City. If it is later determined that the Sub-recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.</p>	<p>Applicable to all contracts:</p> <p>1) over \$25,000, 2) requiring federal agency approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2]</p>

ATTACHMENT F
2 CFR PART 200, APPENDIX II, CONTRACT REQUIREMENTS

<p>Byrd Anti-Lobbying Amendment</p> <p>Sub-recipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.</p> <p>If the Agreement exceeds \$100,000, the Sub-recipient must certify compliance with the Byrd Anti-Lobbying Amendment.</p>	<p>Applicable to all contracts; contracts over \$100,000 must certify compliance (see attachment)</p>
<p>Procurement of Recovered Materials</p> <p>In the performance of this Agreement, the Sub-recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:</p> <ol style="list-style-type: none"> 1. Competitively within a time frame providing for compliance with the Agreement performance schedule; 2. Meeting Agreement performance requirements; or 3. At a reasonable price. <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p> <p>The Sub-recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	<p>Applicable to state or political subdivision of the state, if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)</p>
<p>Prohibition on Telecommunications/Surveillance</p> <p>§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.</p> <p>(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115- 	<p>Applicable to all contracts</p>

ATTACHMENT F
2 CFR PART 200, APPENDIX II, CONTRACT REQUIREMENTS

<p>232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
<p>Preference for Domestic Procurements</p> <p>§ 200.322 Domestic preferences for procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p>	<p>Applicable to all contracts</p>

ATTACHMENT F
2 CFR PART 200, APPENDIX II, CONTRACT REQUIREMENTS

<p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	
--	--

Attachment G

PROJECT BUDGET

- 1. Development Costs**
- 2. Sources and Uses of Funds**
- 3. Rents and Income**
- 4. Operating Expenses**
- 5. Sources and Uses by Month**

Development Costs

Enter data in green cells only

Project Name - Calle Cuarta : 61 Units

Cost	Amount	Cost Per Unit	Cost Per Square Foot	Comment
Acquisition Costs				
Land	\$0	need data	need data	
Existing Structures		need data	need data	
Closing Costs	\$5,000	\$82	\$0	
Site Work Costs (not included in construction contract)				
Demolition/Clearance		need data	need data	
Site Remediation		need data	need data	
Off-Site Costs (these are not HOME eligible)	\$1,035,600			
Improvements		need data	need data	
Construction Equipment (HOME eligible portion)		need data	need data	
Construction Equipment (non-HOME eligible portion)		need data	need data	
		need data	need data	
		need data	need data	
Construction / Rehabilitation Costs (construction)				
Site Work Included in Construction Contract	\$1,542,467	\$25,286	\$29	
Construction Equipment (HOME eligible portion)		need data	need data	
Construction Equipment (non-HOME eligible portion)		need data	need data	
New Construction	\$10,951,900	\$179,539	\$208	
Rehabilitation		need data	need data	
General Requirements	\$811,798	\$13,308	\$15	
Builder's Overhead	\$270,599	\$4,436	\$5	
Builder Profit	\$541,199	\$8,872	\$10	
Performance Bond Premium	\$166,826	\$2,735	\$3	
Construction Contingency	\$2,849,836	\$46,719	\$54	
Gross Receipts Tax	\$1,182,517	\$19,386	\$22	
Builder's Risk Insurance	\$158,115	\$2,592	\$3	
Architectural and Engineering Fees				
Architect Fee -- Design	\$460,252	\$7,545	\$9	
Architect Fee -- Construction Supervision	\$106,168	\$1,740	\$2	
Engineering Fees	\$61,651	\$1,011	\$1	
		need data	need data	
Other Owner Costs				
Project Consultant Fees		need data	need data	
Owner Attorney Fees (initial closing)	\$39,529	\$648	\$1	
Owner Attorney Fees (final closing)	\$23,717	\$389	\$0	
Syndication Costs	\$90,000	\$1,475	\$2	
Other Owner Organizational Expenses		need data	need data	
Market Study	\$11,543	\$189	\$0	
Survey	\$25,000	\$410	\$0	
Appraisal Fees	\$5,929	\$97	\$0	
Environmental Studies	\$3,220	\$53	\$0	
Capital Needs Assessment	\$0	need data	need data	
LEED/HERS testing	\$43,482	\$713	\$1	
Tap Fees and Impact Fees	\$183,291	\$3,005	\$3	
Building Permits and Fees	\$45,000	\$738	\$1	
Tax Credit Fees	\$106,116	\$1,740	\$2	
Accounting / Cost Certification / Audit	\$25,000	\$410	\$0	
Soft Cost Contingency	\$248,115	\$4,067	\$5	
Construction Management Fee	\$23,717	\$389	\$0	
Phase 1/2, Geotech	\$92,292	\$1,513	\$2	
Interim Financing Costs				
Construction Period Insurance	\$174,258	\$2,857	\$3	
Construction Period Taxes	\$19,815	\$325	\$0	
Construction Interest (see calculation below)	\$882,525	\$14,468	\$17	
Construction Loan Origination Fee	\$95,066	\$1,558	\$2	
Construction Loan Legal Fees	\$51,387	\$842	\$1	
Other Construction Loan Fees	\$35,971	\$590	\$1	plan and cost review, lender and MFA inspections
Bond Costs of Issuance	\$0	need data	need data	
Title and Recording Costs (for the construction loan)	\$63,246	\$1,037	\$1	
		need data	need data	
		need data	need data	
Permanent Financing Costs				
Credit Report	\$0	need data	need data	
Lender Origination / Financing Fee	\$28,723	\$471	\$1	
Lender's Counsel Fee	\$15,000	\$246	\$0	
Other Lender Fees	\$5,000	\$82	\$0	
Title and Recording Costs (for permanent financing)	\$27,500	\$451	\$1	
Establish Tax and Insurance Escrows		need data	need data	
		need data	need data	
		need data	need data	
Developer's Fee	\$1,292,500	\$21,189	\$25	
Initial Project Reserves				
Initial Rent-Up Reserve (not HOME eligible)	\$35,000	\$574	\$1	
Initial Operating Reserve (HOME-eligible portion)	\$289,555	\$4,747	\$5	
Initial Operating Reserve (non-HOME-eligible portion)				
Initial Debt Service Reserve (not HOME eligible)		need data	need data	
Initial Replacement Reserve (not HOME eligible)		need data	need data	
		need data	need data	
		need data	need data	

Project Administration and Management Costs				
Marketing/Management		need data	need data	
Operating Expenses		need data	need data	
Furniture, Fixtures & Equipment	\$318,586	\$5,223	\$6	includes security camera system for site
Tenant Relocation Costs	\$0	need data	need data	
Security (required for insurance)	\$142,303	\$2,333	\$3	
		need data	need data	
Other Development Costs				
		need data	need data	
		need data	need data	
		need data	need data	
		need data	need data	
		need data	need data	
		need data	need data	

Total Development Costs	\$24,586,314
--------------------------------	---------------------

Construction Interest Calculation	
Construction Loan Amount	\$12,675,411
Interest Rate	7.5%
Estimated First Draw Amount	\$0
Months of Construction	21.0
Months Const. Loan Outstanding After Completion	4.0
Average Outstanding Balance	34%

Interest on first draw, during construction period	\$0
Interest on remaining funds, during construction	\$565,640
Construction interest after completion	\$316,885
Total Construction Interest	\$882,525

Notes:

Construction Contingency is 20.4%
 General Requirements is 4.8% of construction costs
 Builder's Overhead is 1.6% of construction costs
 Builder Profit is 3.2% of construction costs

Developer's Fee is 5.6% of total development cost (excluding developer fee and initial reserves)

Later in this template, you will calculate the maximum allowable HOME investment and the minimum required number of HOME-assisted units. These calculations take place on the Cost Allocation tab. For these calculations, you need to have identified any development costs that are not HOME-eligible. List the ineligible costs here (these costs can be funded from other sources of funds, but cannot be funded by HOME).

Costs that Are Not HOME-Eligible	Amount	Comment
Construction Equipment (non-HOME eligible portion)	\$0	
Off-Site Costs (these are not HOME eligible)	\$1,035,600	
Initial Rent-Up Reserve (not HOME eligible)	\$35,000	
Initial Operating Reserve (non-HOME-eligible portion)	\$0	
Initial Debt Service Reserve (not HOME eligible)	\$0	
Initial Replacement Reserve (not HOME eligible)	\$0	
Other HOME-Ineligible Cost 1	\$0	
Other HOME-Ineligible Cost 2	\$0	
Other HOME-Ineligible Cost 3	\$0	
Other HOME-Ineligible Cost 4	\$0	

Total Non-HOME-Eligible Costs	\$1,070,600
--------------------------------------	--------------------

Upon completing this tab, proceed to the *Repl Reserve* tab

Operating Expenses

Enter data in green cells only

Project Name - Calle Cuarta : 61 Units

Expense	Annual Cost	Monthly Cost	Per Unit Per Year	Comment
Administrative / Management Expenses				
Management Fee	\$38,424	\$3,202	\$630	
Management Administrative Payroll Costs	\$40,000	\$3,333	\$656	
Renting / Advertising / Marketing Expenses	\$780	\$65	\$13	
Legal Fees	\$1,750	\$146	\$29	
Accounting / Audit Fees	\$11,500	\$958	\$189	
Telephone	\$5,100	\$425	\$84	
Office Supplies	\$7,500	\$625	\$123	
PJ Monitoring Fee (if any)	\$3,050	\$254	\$50	MFA LIHTC compliance fee
		\$0		
		\$0		
Operations and Maintenance Expenses				
Security	\$7,000	\$583	\$115	
Operations and Maintenance Payroll Costs	\$37,440	\$3,120	\$614	
Repairs Supplies	\$4,200	\$350	\$69	
Repairs Contracts	\$6,000	\$500	\$98	
Elevator (if any)	\$7,000	\$583	\$115	
Other Mechanical Equipment		\$0		
Interior Painting	\$1,200	\$100	\$20	
Exterminating	\$3,300	\$275	\$54	
Lawn and Landscaping	\$6,000	\$500	\$98	
Garbage Removal	\$18,000	\$1,500	\$295	
Snow Removal		\$0		
Resident Service Cost	\$3,500	\$292	\$57	
		\$0		
		\$0		
Utilities Paid by the Property				
Electricity	\$8,250	\$688	\$135	
Natural Gas, Oil, Other Fuel	\$5,000	\$417	\$82	
Sewer and Water	\$22,000	\$1,833	\$361	
		\$0		
Taxes / Insurance / Other Expenses				
Real Estate Taxes	\$0	\$0		
Payroll Taxes				
Other Taxes and Licenses	\$14,032	\$1,169	\$230	
Property Insurance	\$50,000	\$4,167	\$820	
Workers Compensation Insurance				
Health Insurance / Other Employee Benefits	\$23,232		\$381	
		\$0		
		\$0		
TOTAL OPERATING EXPENSES				
	\$324,258	\$27,022	\$5,316	
Reserve for Replacement Deposit				
	\$18,300	\$1,525	\$300	
TOTAL EXPENSES PLUS RESERVE				
	\$342,558	\$28,547	\$5,616	
SUBTOTAL ADMINISTRATIVE EXPENSES				
	\$108,104	\$9,009	\$1,772	
SUBTOTAL O&M EXPENSES				
	\$93,640	\$7,803	\$1,535	
SUBTOTAL OWNER PAID UTILITIES				
	\$35,250	\$2,938	\$578	
SUBTOTAL TAXES / INSURANCE / OTHER				
	\$87,264	\$5,336	\$1,431	
TOTAL OPERATING EXPENSES				
	\$324,258	\$25,086	\$5,316	

Upon completing this tab, proceed to the *First Mortgage Sizing* tab.

Rents and Income

Enter data in green cells only

Use this worksheet to enter (or to modify) the unit mix, the mix of Low and High HOME units, the mix of LIHTC and CDBG and market rate units, and square footage for each unit type. Also use this worksheet to select the maximum rents that will be underwritten for each unit type, and to select utility allowances. Also use this worksheet to enter any 'other revenue' such as commercial revenue or tenant late fees. Information for number of units, Low HOME units, High HOME units, LIHTC units, CDBG units, market rate units, square footage, underwritten rents, underwritten utility allowances, and underwritten other revenue will carry forward from this worksheet into the rest of the underwriting template.

Unit Type	Underwritten Rent Level	Number of Units	Square Footage per Unit	Gross Rent, per unit, per month	Monthly Utility Allowance	Net Rent After Utilities, per unit, per month
0 BR LIHTC	100% of PBV Units	1	556	\$746	\$51	\$695
0 BR LIHTC	100% of LIHTC 50 AMI	2	556	\$700	\$51	\$649
0 BR LIHTC	100% of PBV Units	1	515	\$746	\$51	\$695
0 BR LIHTC	100% of LIHTC 60 AMI	2	556	\$840	\$51	\$789
0 BR LIHTC	100% of LIHTC 60 AMI	1	635	\$840	\$51	\$789
0 BR LIHTC	100% of LIHTC 80 AMI	1	556	\$1,120	\$51	\$1,069
1 BR LIHTC	100% of LIHTC 30 AMI	4	696	\$450	\$57	\$393
1 BR LIHTC	100% of PBV Units	1	696	\$920	\$57	\$863
1 BR LIHTC	100% of LIHTC 50 AMI	3	672	\$750	\$57	\$693
1 BR LIHTC	100% of PBV Units	5	810	\$920	\$57	\$863
1 BR LIHTC	100% of LIHTC 60 AMI	7	696	\$900	\$57	\$843
1 BR LIHTC	100% of LIHTC 60 AMI	3	800	\$900	\$57	\$843
1 BR LIHTC	100% of LIHTC 80 AMI	2	696	\$1,200	\$57	\$1,143
1 BR LIHTC	100% of LIHTC 80 AMI	1	810	\$1,200	\$57	\$1,143
2 BR LIHTC	100% of PBV Units	2	970	\$1,116	\$77	\$1,039
2 BR LIHTC	100% of LIHTC 30 AMI	1	1085	\$540	\$77	\$463
2 BR LIHTC	100% of PBV Units	3	1085	\$1,116	\$77	\$1,039
2 BR LIHTC	100% of LIHTC 50 AMI	4	1110	\$900	\$77	\$823
2 BR LIHTC	100% of LIHTC 60 AMI	6	970	\$1,080	\$77	\$1,003
2 BR LIHTC	100% of LIHTC 60 AMI	1	920	\$1,080	\$77	\$1,003
2 BR LIHTC	100% of LIHTC 80 AMI	1	920	\$1,440	\$77	\$1,363
2 BR LIHTC	100% of LIHTC 80 AMI	1	1110	\$1,440	\$77	\$1,363
3 BR LIHTC	100% of PBV Units	1	1158	\$1,585	\$95	\$1,490
3 BR LIHTC	100% of PBV Units	1	1198	\$1,585	\$95	\$1,490
3 BR LIHTC	100% of LIHTC 50 AMI	2	1198	\$1,038	\$95	\$943
3 BR LIHTC	100% of LIHTC 60 AMI	3	1198	\$1,246	\$95	\$1,151
3 BR LIHTC	100% of LIHTC 80 AMI	1	1378	\$1,662	\$95	\$1,567
Total		61	52,720	NA		\$55,395
Annual Gross Potential Rent						\$664,740

Rent Loss (Vacancy + Bad Debt + Concessions)

Rent Loss Rates (As % of GPR)	HOME Units	Market Rate Units	Other Affordable Units
Rent Loss Year 1 (Lease-Up)	0.0%		
Stabilized Rent Loss Rate (after Year 1)	7.0%		7.0%

Other Revenue

Laundry and Other	\$335	per month
		per month
		per month
		per month
		per month
		per month
		per month
Total Other Revenue	\$335	per month

Upon completing this tab, proceed to the *Development Costs* tab.

Sources and Uses of Funds

Enter data in green cells only

Project Name - Calle Cuarta : 61 Units

In this template, the underwriter enters all proposed Sources of Funds (including HOME) on this tab (other than those that were already entered on the First Mortgage Sizing tab). The Uses of Funds are repeated below (from the Development Costs tab). Then the template verifies whether the Sources and Uses are in balance; be sure that Sources and Uses are balanced before moving forward. If there are insufficient Sources, potential solutions include deferring a greater portion of the developer fee, increasing HOME funding, and obtaining increased funding from some other source. If there are excess Sources, the HOME underwriter should consider reducing the proposed HOME funding.

PJs must perform cost allocation separately from this tool to verify that the proposed amount of HOME funding is within the allowable maximum HOME investment.

Sources of Funds	Amount	HOME?	Comment
First Mortgage Loan (proposed amount)	\$2,297,810	No	
Amortizing Second Mortgage Loan	\$915,000	Yes	
Bernco ARPA funds	\$522,347	No	
Bernco UEC fees	\$125,767	No	
NM MFA HTF	\$1,000,000	No	
CABQ WHTF Loan	\$5,137,005	No	
Deferred Developer Fee	\$88,332	No	
Legislative Funding	\$380,000	No	
Tax Credit Equity (proposed amount)	\$13,110,053	No	
National HTF	\$400,000	No	
FHLB AHP funding	\$610,000		
Total Sources of Funds	\$24,586,314		

Total HOME Funding	\$915,000	
Developer Investment for Financial Analysis	\$468,332	(used in Operating Pro Forma for IRR, etc.)

Uses of Funds / Total Development Cost	Amount	Comment
Acquisition Costs	\$5,000	
Site Work Costs	\$1,035,600	
Construction / Rehabilitation Costs	\$18,475,257	
Architectural / Engineering Costs	\$628,071	
Other Owner Costs	\$965,951	
Construction Interest	\$882,525	
Other Interim Financing Costs	\$439,743	
Permanent Financing Costs	\$76,223	
Developer's Fee	\$1,292,500	
Initial Project Reserves	\$324,555	
Project Management Costs	\$460,889	
Other Development Costs	\$0	
Total Uses of Funds	\$24,586,314	

Subsidy layering gap (before HOME funding)	\$915,000	(Total Uses of Funds minus Total Sources of Funds other than HOME)
--	-----------	--

Sources and Uses by Month

Project Name - Calle Cuarta : 61 Units

Enter data in green cells only.

Months of Construction

21

Months Const. Loan Outstanding After Completion

4

Development Costs (Uses of Funds)	Total	Initial Closing / First Draw	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Acquisition Costs														
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Existing Structures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Closing Costs	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Site Work Costs (not included in construction contract)														
Demolition/Clearance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Site Remediation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Costs (these are not HOME eligible)	\$1,035,600	\$0	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction / Rehabilitation Costs (construction)														
Site Work Included in Construction Contract	\$1,542,467	\$0	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451
New Construction	\$10,951,900	\$0	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519
Rehabilitation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Requirements	\$811,798	\$50,000	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276
Builder's Overhead	\$270,599	\$0	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886
Builder Profit	\$541,199	\$0	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771
Performance Bond Premium	\$166,826	\$166,826	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Contingency	\$2,849,836	\$0	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706
Gross Receipts Tax	\$1,182,517	\$0	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310
Builder's Risk Insurance	\$158,115	\$75,808	\$1,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920
Architectural and Engineering Fees														
Architect Fee -- Design	\$460,252	\$460,252	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Architect Fee -- Construction Supervision	\$106,168	\$0	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056
Engineering Fees	\$61,651	\$25,000	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Owner Costs														
Project Consultant Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Owner Attorney Fees (initial closing)	\$29,529	\$29,529	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Owner Attorney Fees (final closing)	\$23,717	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Syndication Costs	\$90,000	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Owner Organizational Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Market Study	\$11,543	\$11,543	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Survey	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Appraisal Fees	\$5,929	\$5,929	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Studies	\$3,229	\$3,229	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounting / Cost Certification / Audit	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEED/HERS testing	\$43,482	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,500
Tap Fees and Impact Fees	\$183,291	\$183,291	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Permits and Fees	\$45,000	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Credit Fees	\$106,116	\$106,116	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Soft Cost Contingency	\$248,115	\$0	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815
Construction Management Fee	\$23,717	\$0	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875
Phase 1/2, Geotech	\$92,292	\$45,000	\$0	\$0	\$2,500	\$0	\$2,500	\$0	\$2,500	\$0	\$2,500	\$0	\$2,500	\$0
Interim Financing Costs (excluding interest)														
Construction Period Insurance	\$174,258	\$174,258	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Period Taxes	\$19,815	\$19,815	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Interest is Calculated Below														
Construction Loan Origination Fee	\$95,066	\$95,066	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Loan Legal Fees	\$51,387	\$51,387	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Construction Loan Fees	\$35,971	\$35,971	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bond Costs of Issuance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title and Recording Costs (for the construction loan)	\$63,246	\$63,246	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permanent Financing Costs														
Credit Report	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lender Origination / Financing Fee	\$28,723	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lender's Counsel Fee	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Lender Fees	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title and Recording Costs (for permanent financing)	\$27,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Establish Tax and Insurance Escrows	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer's Fee	\$1,292,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Initial Project Reserves														
Initial Rent-Up Reserve (not HOME eligible)	\$33,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Initial Operating Reserve (HOME-eligible portion)	\$289,555	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Initial Debt Service Reserve (not HOME eligible)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Initial Replacement Reserve (not HOME eligible)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Project Name - Calle Cuarta : 61 Units**Project Administration and Management Costs**

Marketing/Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Furniture, Fixtures & Equipment	\$318,586	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Tenant Relocation Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security (required for insurance)	\$142,303	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,329	\$20,329	\$20,329	\$20,329	\$20,329	\$20,329	\$20,329	\$20,329	\$20,329	\$20,329
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Other Development Costs

0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Development Costs (TDC)

	\$23,703,789	\$1,797,249	\$935,644	\$935,644	\$938,144	\$935,644	\$938,144	\$955,973	\$958,473	\$955,973	\$973,473	\$980,973	\$983,473	\$993,473					
--	--------------	-------------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	--	--	--	--	--

TDC Excluding Construction Interest

	\$23,703,789	\$1,797,249	\$935,644	\$935,644	\$938,144	\$935,644	\$938,144	\$955,973	\$958,473	\$955,973	\$973,473	\$980,973	\$983,473	\$993,473					
--	--------------	-------------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	--	--	--	--	--

Sources of Funds	Total	Initial Closing / First Draw	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
First Mortgage Loan (proposed amount)	\$2,297,819	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amortizing Second Mortgage Loan	\$915,000	\$610,000	\$126,652	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bernco ARPA funds	\$522,347	\$40,479	\$481,877	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bernco UEC fees	\$122,833	\$0	\$122,833	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NM MFA HTF	\$1,000,000	\$0	\$204,291	\$795,709	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CABQ WHTF Loan	\$5,137,005	\$0	\$0	\$139,935	\$558,144	\$935,644	\$934,978	\$931,299	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Developer Fee	\$91,276	\$91,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legislative Funding	\$380,000	\$0	\$0	\$0	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Credit Equity (proposed amount)	\$13,110,053	\$655,503	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
National HTF	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FHLB AHP funding	\$610,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Sources Before Construction Loan

	\$24,586,314	\$1,797,249	\$935,644	\$935,644	\$938,144	\$935,644	\$934,978	\$931,299	\$0	\$0	\$0	\$0	\$0	\$0
--	--------------	-------------	-----------	-----------	-----------	-----------	-----------	-----------	-----	-----	-----	-----	-----	-----

Construction Loan Draw Needed (Before Interest)

	\$0	\$0	\$0	\$0	\$0	\$3,166	\$24,674	\$958,473	\$955,973	\$973,473	\$980,973	\$983,473	\$993,473	
Construction Loan Beginning Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$3,176	\$27,947	\$989,590	\$1,954,735	\$2,943,467	\$3,945,902	\$4,957,110	
Plus This Draw	\$0	\$0	\$0	\$0	\$0	\$3,166	\$24,674	\$958,473	\$955,973	\$973,473	\$980,973	\$983,473	\$993,473	
Plus Interest (Total Interest at Immediate right)	\$879,519	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Equals Ending Balance	\$0	\$0	\$0	\$0	\$0	\$3,176	\$27,947	\$989,590	\$1,954,735	\$2,943,467	\$3,945,902	\$4,957,110	\$5,984,670	

Construction interest estimate from Development Costs tab \$882,525

Construction interest estimate from detailed Sources \$879,519

Construction interest calculated above is 99.7% of the Construction interest estimate from Development Costs tab.

Sources and Uses by Month

Project Name - Calle Cuarta : 61 Units

Enter data in green cells only

Months of Construction
Months Const. Loan Outstanding After Completion21
4

Development Costs (Uses of Funds)	Total	Initial Closing / First Draw	Construction Completion												Total For All Months
			Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	
Acquisition Costs															
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Existing Structures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Closing Costs	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Site Work Costs (not included in construction contract)															
Demolition/Clearance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Site Remediation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-Site Costs (these are not HOME eligible)	\$1,035,600	\$0	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$49,314	\$0	\$0	\$1,035,600
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction / Rehabilitation Costs (construction)															
Site Work Included in Construction Contract	\$1,542,467	\$0	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$73,451	\$0	\$0	\$1,542,467
New Construction	\$10,951,900	\$0	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$521,519	\$0	\$0	\$10,951,900
Rehabilitation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Requirements	\$811,798	\$10,000	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$36,276	\$0	\$0	\$811,798
Builder's Overhead	\$270,599	\$0	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$12,886	\$0	\$0	\$270,599
Builder Profit	\$541,199	\$0	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$25,771	\$0	\$0	\$541,199
Performance Bond Premium	\$168,826	\$168,826	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$168,826
Construction Contingency	\$2,849,836	\$0	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$135,706	\$0	\$0	\$2,849,836
Gross Receipts Tax	\$1,182,517	\$0	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$0	\$0	\$1,182,517
Builder's Risk Insurance	\$158,115	\$75,800	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$3,920	\$0	\$0	\$158,115
Architectural and Engineering Fees															
Architect Fee -- Design	\$460,252	\$460,252	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$460,252
Architect Fee -- Construction Supervision	\$106,158	\$0	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$5,056	\$0	\$0	\$106,158
Engineering Fees	\$81,651	\$25,000	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$1,745	\$0	\$0	\$81,651
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Owner Costs															
Project Consultant Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Owner Attorney Fees (initial closing)	\$39,529	\$39,529	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,529
Owner Attorney Fees (final closing)	\$23,717	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,717
Syndication Costs	\$90,000	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000
Other Owner Organizational Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Market Study	\$11,543	\$11,543	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,543
Survey	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Appraisal Fees	\$5,929	\$5,929	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,929
Environmental Studies	\$3,320	\$3,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,320
Accounting / Cost Certification / Audit	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
LEED/HERS testing	\$43,482	\$29,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,500	\$0	\$0	\$0	\$0	\$43,482
Tap Fees and Impact Fees	\$183,291	\$183,291	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$183,291
Building Permits and Fees	\$45,000	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,000
Tax Credit Fees	\$106,116	\$106,116	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,116
Soft Cost Contingency	\$248,115	\$0	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815	\$0	\$0	\$248,115
Construction Management Fee	\$23,717	\$0	\$1,217	\$1,217	\$1,217	\$1,217	\$1,217	\$1,217	\$1,217	\$1,217	\$1,217	\$1,217	\$0	\$0	\$23,717
Phase 1/2, Geotech	\$57,292	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,292
Interim Financing Costs (excluding interest)															
Construction Period Insurance	\$174,258	\$174,258	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$174,258
Construction Period Taxes	\$19,815	\$19,815	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,815
Construction Interest is Calculated Below															
Construction Loan Origination Fee	\$95,066	\$95,066	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,066
Construction Loan Legal Fees	\$51,387	\$51,387	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51,387
Other Construction Loan Fees	\$35,971	\$35,971	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,971
Bond Costs of Issuance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title and Recording Costs (for the construction loan)	\$63,246	\$63,246	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63,246
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permanent Financing Costs															
Credit Report	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lender Origination / Financing Fee	\$26,723	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,723
Lender's Counsel Fee	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
Other Lender Fees	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Title and Recording Costs (for permanent financing)	\$27,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,500
Establish Tax and Insurance Escrows	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer's Fee	\$1,292,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,292,500
Initial Project Reserves															
Initial Rent-Up Reserve (not HOME eligible)	\$35,000	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000
Initial Operating Reserve (HOME-eligible portion)	\$289,555	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$289,555
Initial Debt Service Reserve (not HOME eligible)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Initial Replacement Reserve (not HOME eligible)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Project Name - Calle Cuarta : 61 Units

Project Administration and Management Costs

Marketing/Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Furniture, Fixtures & Equipment	\$318,586	\$0	\$25,000	\$25,000	\$25,000	\$25,586	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0
Tenant Relocation Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security (required for insurance)	\$142,303	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Development Costs																	
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Development Costs (TDC)	\$23,703,789	\$1,797,249	\$994,986	\$958,769	\$982,251	\$987,355	\$958,769	\$958,769	\$958,769	\$971,269	\$935,785	\$2,000	\$2,000	\$331,671	\$22,324,673
--------------------------------------	---------------------	--------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	----------------	----------------	------------------	---------------------

TDC Excluding Construction Interest	\$23,703,789	\$1,797,249	\$994,986	\$958,769	\$982,251	\$987,355	\$958,769	\$958,769	\$958,769	\$971,269	\$935,785	\$2,000	\$2,000	\$331,671	\$22,324,673
--	---------------------	--------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	----------------	----------------	------------------	---------------------

Sources of Funds	Total	Initial Closing / First Draw	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	Total Drawn to Date
First Mortgage Loan (proposed amount)	\$2,297,810	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amortizing Second Mortgage Loan	\$915,000	\$610,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$178,317	\$0	\$0	\$0	\$915,000
Bernco ARPA funds	\$522,347	\$49,470	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$522,347
Bernco UEC fees	\$122,823	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,823
NM MFA HTF	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
CABQ WHITE Loan	\$5,137,005	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,137,005
Deferred Developer Fee	\$91,276	\$91,276	\$0	\$0	\$0	\$0	\$0	\$0	\$355,127	\$977,627	\$304,251	\$0	\$0	\$0	\$91,276
Legislative Funding	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380,000
Tax Credit Equity (proposed amount)	\$13,110,053	\$655,303	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$341,385	\$0	\$0	\$11,863,165	\$12,840,053
National HTF	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
PHLB AHP funding	\$610,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$610,000	\$0	\$0	\$0	\$0	\$0	\$610,000
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Sources Before Construction Loan	\$24,586,314	\$1,797,249	\$0	\$0	\$0	\$0	\$0	\$0	\$965,127	\$977,627	\$823,983	\$0	\$0	\$11,863,165	\$22,038,504

Construction Loan Draw Needed (Before Interest)	\$0	\$994,986	\$958,769	\$982,251	\$987,355	\$958,769	\$958,769	-\$6,358	-\$6,358	\$111,802	\$2,000	\$2,000	-\$11,531,494
--	------------	------------------	------------------	------------------	------------------	------------------	------------------	-----------------	-----------------	------------------	----------------	----------------	----------------------

Construction Loan Beginning Balance	\$0	\$5,984,670	\$7,020,170	\$8,025,811	\$9,061,293	\$10,108,367	\$11,133,309	\$12,164,657	\$12,234,308	\$12,304,395	\$12,493,449	\$12,573,539	\$12,654,130
Plus This Draw	\$0	\$994,986	\$958,769	\$982,251	\$987,355	\$958,769	\$958,769	-\$6,358	-\$6,358	\$111,802	\$2,000	\$2,000	-\$11,531,494
Plus Interest (Total Interest at immediate right)	\$879,519	\$0	\$40,514	\$46,872	\$53,231	\$59,719	\$66,173	\$72,579	\$79,009	\$86,445	\$93,897	\$101,359	\$108,821
Equals Ending Balance	\$0	\$7,020,170	\$8,025,811	\$9,061,293	\$10,108,367	\$11,133,309	\$12,164,657	\$12,234,308	\$12,304,395	\$12,493,449	\$12,573,539	\$12,654,130	\$1,165,688

Construction interest estimate from Development Costs	\$882,525
---	-----------

Construction interest calculated above is 99.7% of the Construction interest estimate from Development Costs tab.

Construction Schedule

Project Name - Calle Cuarta : 61 Units

Enter data in green cells only

The HOME Final Rule's definition of *commitment* specifies that if a project includes rehabilitation or new construction, a construction schedule is required at or before the time of the commitment. Additionally, construction must be scheduled to start within twelve months after the commitment date, and construction must be scheduled to be completed within four years after the commitment date.

Intended HOME Commitment Date		
Initial Closing Date	September 25, 2023	
Construction Start Date	September 25, 2023	
Other construction milestone #1		
Other construction milestone #2		
Other construction milestone #3		
Other construction milestone #4		
First Building Completion Date	April 15, 2025	
Last Building Completion Date	June 25, 2025	21.0 months construction time
Achievement of Sustaining Occupancy	August 25, 2025	2.0 months lease-up time
Closing of Permanent Financing	October 15, 2025	3.7 months after construction completion

Total	Per Unit	
\$13,529,967	\$221,803	Hard cost before contingency
\$2,849,836	\$46,719	21.1% Hard cost contingency
\$1,623,596	\$26,616	12.0% GR / BO / BP
\$324,555	\$5,321	Initial reserves
\$4,717,745	\$77,340	Soft costs before contingency
\$248,115	\$4,067	5.3% Soft cost contingency
\$1,292,500	\$21,189	7.1% Developer fee (gross)
\$24,586,314	\$403,054	Total Uses of Funds

Below, please include any comments about the construction schedule

Budgeted construction cost is \$221,803 per unit. Budgeted hard cost contingency is 21.1% of hard cost.

Budgeted soft costs are \$77,340 per unit. Budgeted soft cost contingency is 5.3% of soft cost.

The budgeted developer fee is \$21,189 per unit before any deferral. This is 7.1% of total hard cost + total soft cost.

Adequacy of the Development Budget and Risk of Cost Increases. Experience indicates that the primary risk of delay in starting construction is unanticipated escalation in development costs, to the extent that the sponsor has to seek additional funding. The three lines above present key information about the development budget, about available contingency allowances, and about the developer fee (which -- if not already deferred -- can provide additional ability to absorb cost increases).

The risk of cost increases is most significant early in the development process. Once the plans and specifications are completed and there is a firm-fixed-price construction contract, there is a lower risk of increases in **hard** costs. However, even if there is a performance bond, there is still the risk of hard cost increases due to change orders. The risk of increases in **soft** costs depends on how many of the soft costs are subject to firm-fixed-price contracts. Construction period interest costs will run over budget whenever construction takes longer than anticipated. Even if there is no construction loan or bridge loan, additional construction time typically results in increased soft costs of some sort.

Below, please discuss the current state of (1) plans and specs and (2) the construction contract. Discuss whether the contractor is bonded.

Plans, specs and construction contract complete. GC is bonded.

Below, please discuss the adequacy of the development budget, the risk of cost increases, and why you are confident that even with moderately severe increases in development cost, the project is still likely to go forward on schedule.

Construction to Start Within Twelve Months. The HOME Final Rule definition of *commitment* specifies that construction must be scheduled to start within twelve months after the date of the written agreement between the PJ and the project sponsor.

Experience indicates that the primary risks of delay in starting construction are (1) unanticipated increases in development cost requiring increased sources of funds; (2) unanticipated difficulties in finalizing non-HOME sources of funds; and (3) unanticipated difficulties with zoning, building permits and other entitlements.

Below, please explain why you believe that construction will start within twelve months. Please address each of the primary risks discussed above.

Not applicable.

Upon completing this tab, proceed to the *LIHTC Basis* tab or (if the project will not be utilizing LIHTCs) to the *Operating Expenses* tab

Attachment H

Grant Payment Schedule

Source of Fund	Amount	Forgiven
ERAP2	\$1,637,005.00	End of Affordability Period
State Capital Outlay	\$380,000	End of Affordability Period

(THIS SPACE INTENTIONALLY LEFT BLANK)

CITY of ALBUQUERQUE

TWENTY SIXTH COUNCIL

COUNCIL BILL NO. R-25-130 ENACTMENT NO. _____

SPONSORED BY: Renée Grout, by request

1 RESOLUTION

2 AMENDING THE ADOPTED CAPITAL IMPLEMENTATION PROGRAM OF THE
3 CITY OF ALBUQUERQUE BY SUPPLEMENTING CURRENT OPERATING
4 GRANT APPROPRIATIONS AND APPROVING NEW PROJECTS.

5 WHEREAS, the Capital Implementation Program of the City of Albuquerque
6 is governed by the requirements established under Section 2-12-4 ROA, 1994,
7 which provides for semiannual amendments to the approved program; and

8 WHEREAS, appropriation adjustments for the operation of the City
9 government must be approved by the Council; and

10 WHEREAS, the State of New Mexico grant projects approved by the State
11 Legislature now need to be authorized; and

12 WHEREAS, the appropriations of these various funds to projects within
13 their respective purposes are timely and necessary for the City to serve its
14 citizens.

15 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
16 ALBUQUERQUE:

17 SECTION 1. That the following State of New Mexico grant projects
18 approved by the state Legislature are hereby authorized.

19 OPERATING GRANTS FUND – 265 (GRO Funds)

20 <u>Department</u>	<u>Source</u>	<u>Increase</u>
21 <u>Albuquerque Fire Rescue</u>		
22 Fire Station 12 (Fund 265)	MRCOG	320,000

23 SECTION 2. That the following appropriations of \$ 2,879,562 are hereby
24 authorized and approved State of New Mexico grant and capital projects
25 approved by the 2023 and 2024 State Legislatures. Each project is authorized
26 to be appropriated to a specific grant or capital fund upon the execution of an

1 agreement between the parties, with the provision that the amounts will be
2 adjusted to reflect actual Federal, State, and/or private contribution
3 participation.

4 <u>Project Title</u>	<u>Amount</u>
5 Homeless Family Facility	\$459,562
6 Transitional Housing and Shelter Facilities	\$70,000
7 Housing Projects Construct	\$2,000,000
8 Manzano Mesa Pickleball Court	\$150,000
9 Railyards Improve Infrastructure	\$200,000

10 SECTION 3. If any section, paragraph, clause, or provision of this
11 Resolution shall for any reason be held to be invalid or unenforceable, the
12 invalidity or unenforceability of such section, paragraph, clause or provisions
13 shall not affect any of the remaining provisions of this Resolution. The
14 Council hereby declares that it would have passed this Resolution and each
15 section, paragraph, sentence, clause, word, or phrase thereof irrespective of
16 any provision being declared unconstitutional or otherwise invalid.

17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion



CITY OF ALBUQUERQUE

Albuquerque, New Mexico
Office of the Mayor

Timothy M. Keller, Mayor

INTER-OFFICE MEMORANDUM

DATE: March 10, 2025

TO: Brook Bassan, President, City Council

FROM: Timothy M. Keller, Mayor *TK*

SUBJECT: Resolution amending the adopted capital implementation program of the city of Albuquerque by supplementing current operating grant appropriations and approving new projects

I am transmitting the attached resolution for City Council approval, which amends the Capital Implementation Program of the City of Albuquerque by supplementing current operating grant appropriations and authorizing new projects funded through State of New Mexico grants. This amendment aligns with the requirements established under Section 2-12-4 ROA, 1994, which allows for semiannual modifications to the approved program.

The resolution authorizes the appropriation of \$2,879,562 in State of New Mexico grants and capital project funds approved by the 2023 and 2024 State Legislatures. These funds will be allocated to critical community projects, including:

Homeless Family Facility – \$459,562
Transitional Housing and Shelter Facilities – \$70,000
Housing Projects Construction – \$2,000,000
Manzano Mesa Pickleball Court – \$150,000
Railyards Infrastructure Improvements – \$200,000

Additionally, the resolution includes an updated amount of \$320,000 from the Mid-Region Council of Governments (MRCOG) for Fire Station 12 under the Operating Grants Fund (GRO Funds) previously appropriated in R-25-112 for an incorrect amount.

These appropriations are necessary and timely to ensure that Albuquerque continues to meet the needs of its citizens through essential infrastructure, public safety, and housing initiatives. Upon execution of agreements with the appropriate entities, funds will be adjusted to reflect actual contributions from state sources.

City department staff can be made available upon request to answer questions and provide additional details as the City Council reviews and considers this resolution.

The attached resolution is submitted for City Council approval.

Page 2

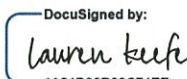
March 10, 2025

SUBJECT: Resolution amending the adopted capital implementation program of the city of Albuquerque by supplementing current operating grant appropriations and approving new projects

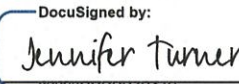
Approved:


Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

 3/20/2025 | 10:27 AM MDT
Lauren Keefe, JD Date
City Attorney

Recommended:

 3/16/2025 | 5:39 PM MDT
Jennifer Turner, Director Date
Department of Municipal Development

Recommended:

 3/13/2025 | 7:38 AM MDT
Shawn Maden, CIP Official Date
Department of Municipal Development

Cover Analysis

1. What is it?

Resolution approving State of New Mexico grant projects approved by the 2023 and 2024 State Legislatures.

2. What will this piece of legislation do?

This resolution approves each project authorized to be appropriated to a specific grant or capital fund upon the execution of an agreement between the parties, with the provision that the amounts will be adjusted to reflect actual Federal, State, and/or private contribution participation.

3. Why is this project needed?

The Capital Implementation Program of the City of Albuquerque is governed by the requirements established under Section 2-12-4 ROA, 1994, which provides for semiannual amendments to the approved program; and appropriation adjustments for the operation of the City government must be approved by the Council.

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

Funding source is 305 and 265; will not result in additional operating costs.

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

None

6. What will happen if the project is not approved?

The state appropriated funds cannot be expended.

7. Is this service already provided by another entity?

No

FISCAL IMPACT ANALYSIS

TITLE: AMENDING THE ADOPTED CAPITAL IMPLEMENTATION PROGRAM OF THE CITY OF ALBUQUERQUE

R: O:
FUND:

DEPT:

- ☒ 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:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages	-	-	-	-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[X] Estimated revenues not affected				
[] Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH				
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

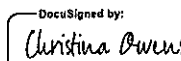
* Range if not easily quantifiable.

Number of Positions created

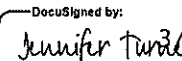
COMMENTS:**COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:**

The resolution does not have an effect on our 110 operational budget. This resolution will appropriate State of New Mexico grant projects approved by the state Legislature

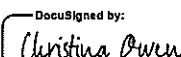
PREPARED BY:

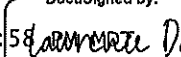
DocuSigned by:
 3/13/2025 | 12:23 PM MDT
 FISCAL ANALYST

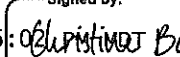
APPROVED:

DocuSigned by:
 3/16/2025 | 5:39 PM MDT
 DIRECTOR

REVIEWED BY:

DocuSigned by:
 3/17/2025 | 5:58 AM MDT
 EXECUTIVE BUDGET ANALYST

DocuSigned by:
 3/17/2025 | 6:07 AM MDT
 BUDGET OFFICER

Signed by:
 3/17/2025 | 8:48 AM MDT
 CITY ECONOMIST

**CITY COUNCIL
of the
CITY OF ALBUQUERQUE**

_____, 2025

FLOOR AMENDMENT NO. _____ **TO** _____ **R-25-130**

AMENDMENT SPONSORED BY COUNCILOR _____

On page 2, after line 8, add the following:

“ARPA ERAP2 Affordable Housing at Calle Cuarta \$1,637,005”

On page 2 after line 8, add the following:

“**SECTION 3:** That the following appropriation of \$250,000 is hereby an authorized and approved project from the New Mexico State Cultural Properties Restoration Fund. This project is authorized to be appropriated to a specific grant and capital fund upon the execution of an agreement between the parties.

NMSCPRF Railyards Fire Station Restoration \$250,000”

Explanation:

This amendment appropriates a Federal Passthrough grant provided by the New Mexico State Legislature, and appropriates a grant awarded by the NMSCPRF that was approved for application in R-24-7.

STATE OF NEW MEXICO AGREEMENT
FOR
SUBAWARD OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND

COVER PAGE

State Agency Department of Finance and Administration	Agreement Number		
Subrecipient Name City of Albuquerque	Subaward Period of Performance Start Date <i>Effective date of this agreement</i>		
Subrecipient Unique Entity Identifier (UEI) FXHXYLX5LWDS	End Date 8/30/2025		
Subaward Amount \$ 1,637,005.00 (This amount reflects the amount of federal funds obligated by this action and the current financial obligation)	Subaward Budget Period State Date <i>Effective date of this agreement</i> End Date 9/30/2025		
Indirect Cost Rate 0%.			
Subaward Project Description (Purpose) Grant of Emergency Rental Assistance 2 ("ERA2") to the City of Albuquerque for the purpose of complete and full performance of the Scope of Work attached to this Subrecipient Agreement as " Exhibit B. "			
Exhibits included within this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Federal Award Information 2. Exhibit B, Scope of Work and Budget 3. Exhibit C, Federal Provisions 4. Exhibit D, Assurances of Compliance with Civil Rights Requirements 5. Exhibit E, Davis-Bacon Act Requirements (If Applicable) 6. Exhibit F, Quarterly Reports 7. Exhibit G, ERAP 2 Project Requirements 			
Contact Information <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;"> <u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Erica Cummings Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: erica.cummings@dfa.nm.gov </td> <td style="vertical-align: top;"> <u>Subrecipient:</u> Name: City of Albuquerque Representative: Samantha Sengel Title: Chief Administrative Officer Address: P.O. Box 1293 Address: Albuquerque, NM 87103 Email 1: josephmontoya@cabq.gov Email 2: ssengel@cabq.gov </td> </tr> </table>		<u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Erica Cummings Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: erica.cummings@dfa.nm.gov	<u>Subrecipient:</u> Name: City of Albuquerque Representative: Samantha Sengel Title: Chief Administrative Officer Address: P.O. Box 1293 Address: Albuquerque, NM 87103 Email 1: josephmontoya@cabq.gov Email 2: ssengel@cabq.gov
<u>Pass-Through Entity (State):</u> Agency Name: Local Government Division of Department of Finance and Administration Representative: Erica Cummings Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: erica.cummings@dfa.nm.gov	<u>Subrecipient:</u> Name: City of Albuquerque Representative: Samantha Sengel Title: Chief Administrative Officer Address: P.O. Box 1293 Address: Albuquerque, NM 87103 Email 1: josephmontoya@cabq.gov Email 2: ssengel@cabq.gov		

FEDERAL AWARD IDENTIFICATION

In accordance with the Code of Federal Regulations (CFR), 2 C.F.R. Part 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Awarding Office	United States Department of the Treasury
Grant Program	Emergency Rental Assistance Program 2
Assistance Listing Number	21.023
Federal Award Identification Number	
Federal Award Date	June 1, 2021
Award End Date	September 30, 2025
Research and Development Award?	No
Federal Statutory Authority	3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), codified as 15 USC 9058d (15 U.S.C. 9058 (d))
Total Amount in Federal Award (this is not the amount in the grant agreement)	\$122,728,936.70

**SUBRECIPIENT AGREEMENT BETWEEN
THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
City of Albuquerque**

THIS SUBRECIPIENT AGREEMENT is hereby made and entered upon the final date of signature hereto, by and between the New Mexico Department of Finance and Administration (“DFA”) (hereinafter referred to as “**STATE**”), and City of Albuquerque (hereinafter referred to as “**SUBRECIPIENT**”).

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as “Treasury” or “GRANTOR”) has made federal funds available to the STATE under the Emergency Rental Assistance 2 (“ERAP2”) Program (Assistance Listing Number (“ALN”) 21.023);

WHEREAS, Recipients under the ERA 2 Program are the eligible entities identified in the American Rescue Plan Act of 2021 that receive a ERAP 2 award. Subrecipients under the ERAP 2 Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the ERAP 2 award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the ERAP 2 statute, ERAP 2 Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this Agreement addresses the flow of ERAP 2 funds from the Treasury above to the STATE who will then provide the same referenced subaward funds to the SUBRECIPIENT, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 2 of this agreement;

NOW THEREFORE, the STATE and the SUBRECIPIENT do mutually agree to the following terms and conditions of this Agreement:

1. Definitions

- a. **“Agreement Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- b. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- c. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

- d. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against State, or the appointment of a receiver or similar officer for State or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.
- e. **“Budget”** means the amount stated in Section 2 of this Agreement and the funds available for the Work described in Exhibit B.
- f. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the legal public holidays.
- g. **“Direct Costs”** means costs that can be identified specifically as costs of implementing the ERAP 2 program objectives, such as contract support, materials, and supplies for a project, or other costs that can be directly assigned to such activities relatively easily with a high degree of accuracy, and may include typical costs charged directly to a Federal award such as the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award.
- h. **“Effective Date”** means the date on which this Agreement is approved and signed by the New Mexico agency, as shown on the Signature for this Agreement.
- i. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- j. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.
- k. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- l. **“Goods”** means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by the State in connection with the Services.
- m. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

- n. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- o. **“Indian”** means any person who is a member of any federally recognized tribe and possesses a valid certificate of Indian Blood certified and issued by a federal and/or tribal government agency.
- p. **“Indirect Costs”** means general overhead costs of an organization where a portion of such costs are allocable to the ERAP 2 award such as the cost of facilities or administrative functions, including but not limited to, general expenses such as printer paper, paper towels, rent for office space, and utilities.
- q. **“Initial Term”** means the time period defined in this Agreement.
- r. **“IPRA”** means the Inspection of Public Records Act, a New Mexico state law that provides the public and media access to public information. The law requires open access to almost all public records in state and local government, with few exceptions.
- s. **“Matching Funds”** means the funds provided the State as a match required to receive the Grant Funds.
- t. **“Party”** means the State or STATE, and **“Parties”** means both the State and Subrecipient.
- u. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- v. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- w. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- x. **“Services”** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- y. **“STATE”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- z. **“State Confidential Information”** means any and all State Records not subject to disclosure under IPRA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under IPRA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to IPRA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- aa. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- bb. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under IPRA.
- cc. **“Subcontractor”** means third parties, if any, engaged by Subrecipients to aid in performance of the Work.
- dd. **“Targeted Population”** means Households Earning up to 60% of area media income.
- ee. **“Tribal Entity”** means “any Indian Tribe, tribal organization, Indian-controlled organization serving Indians, Native Hawaiian organization, or Alaska Native entity.
- ff. **“Tax Information”** means federal and State of New Mexico tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

- gg. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- hh. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work. “Work Product” does not include any material developed in the performance of legal services that is subject to attorney-client privilege.
- ii. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- jj. Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

2. Scope of Work

The GRANTOR has provided funds, through its ERAP 2 Program, to the STATE who is then sub awarding this same funding to the SUBRECIPIENT in accordance with this Agreement. Information related to the federal award is attached as **“Exhibit A.”** The SUBRECIPIENT shall perform the services and tasks described in the Scope of Work attached as **“Exhibit B.”** SUBRECIPIENT’S full and timely performance of Exhibit B shall include strict compliance with all applicable federal, state, or local laws, regulations, and administrative policies, including, but not limited to, the references above as well as the following:

- (a) SUBRECIPIENT will comply with the Code of Federal Regulations (C.F.R.).
- (b) SUBRECIPIENT will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.
- (c) SUBRECIPIENT will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.
- (d) SUBRECIPIENT will adhere to the requirements of the GRANTOR’S ERAP 2 Program.
- (e) SUBRECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.
- (f) SUBRECIPIENT will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.

- (g) SUBRECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this Agreement.
- (h) SUBRECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 7 of this Agreement.
- (i) SUBRECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 7 of this agreement. SUBRECIPIENT agrees to alert the STATE immediately if a contractor working for the SUBRECIPIENT becomes debarred or suspended.
- (j) SUBRECIPIENT acknowledges and agrees that the STATE is a “recipient” of ERAP 2 funds as such term is used in the ERAP 2 regulations, and SUBRECIPIENT shall provide, upon the reasonable request of the STATE, financial and performance reports sufficient to demonstrate SUBRECIPIENT’S compliance with ERAP 2 and as otherwise necessary for STATE to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.

Pursuant to information submitted to the STATE for inclusion in the GRANTOR’S ERAP 2 Program, the SUBRECIPIENT shall perform the following tasks:

Properly procure and complete the project substantially as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUBRECIPIENT. The ownership of any property furnished hereunder will be the property of the SUBRECIPIENT. The SUBRECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUBRECIPIENT. The SUBRECIPIENT agrees to notify the STATE and federal GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the SUBRECIPIENT. In addition, if an annual inventory is requested by the STATE then the SUBRECIPIENT will provide prompt access to all inventory records.

3. Term of Agreement

The terms of this Agreement shall become effective upon execution by the DFA and shall continue for a period of five (5) years after closeout of the ERAP 2 program. All funds must be obligated by the SUBRECIPIENT by August 30, 2025, and all funds must be expended and reimbursement requested through an invoice submitted by the SUBRECIPIENT to the STATE by September 30, 2025.

4. Payment Terms of Grant Funding

- a. The total Budget available for performance of the Scope of Work attached as Exhibit B—Scope of Work and identified in Section 2 above is:

1,637,005.00

(One million six hundred thirty-seven thousand and five)

- b. Taxes

Subaward, budget amount in (4)(a) above includes applicable New Mexico tax, including but not limited to the New Mexico Gross Receipts and Compensating Tax at N.M.S.A. (1978) § 7-9-1 *et seq.* (“NMGRT”). The SUBRECIPIENT is subject to and shall be liable for payment of all applicable New Mexico taxes, at the prevailing rate, for all work performed under Exhibit B—Scope of Work. The SUBRECIPIENT is solely responsible for the payment of all applicable New Mexico taxes.

- c. Payment Procedures

The STATE shall pay the SUBRECIPIENT in accordance with steps (1) – (5) below.

- (1) SUBRECIPIENT shall initiate payment requests by submitting an invoice to the STATE, in accordance with Exhibit B and in a form and manner approved by the STATE. SUBRECIPIENT shall clearly segregate, on each invoice, the applicable New Mexico tax, and Direct Costs. Submission of an invoice certifies that to the best of the SUBRECIPIENT’S knowledge and belief, the invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in Exhibit B-Scope of Work and the terms and conditions of the Federal award.
- (2) No federal funds shall be used by the SUBRECIPIENT for indirect costs. SUBRECIPIENT shall charge NO costs as indirect costs. SUBRECIPIENT understand and agrees that no funds shall be used for indirect costs.
- (3) If the STATE determines that the amount of any invoice is not correct, then SUBRECIPIENT shall make all changes necessary to correct that invoice prior to payment of that invoice by the STATE.
- (4) Upon review and approval of SUBRECIPIENT’S invoice by the STATE, the STATE shall pay each invoice within forty-five (45) days.
- (5) The acceptance of an invoice by the STATE shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

Reimbursement of funds, under this Agreement, is contingent upon the SUBRECIPIENT complying with all of the requirements for allowable uses for funds under the ERAP 2 Program and providing sufficient documentation to the STATE as reasonably determined by the STATE. The SUBRECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the STATE.

d. Financial Documentation

- (1) The SUBRECIPIENT will provide copies of all related financial documentation to the STATE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the ERAP 2 Program.
- (2) Any questioned costs which may occur at any point in this process (including the five (5) year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUBRECIPIENT with respect to any activity covered by this Agreement.
- (3) If this Agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

5. Reporting, Monitoring, and Review

a. Requirements

The SUBRECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the Subrecipient has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUBRECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

b. Risk Assessment

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

c. Monitoring

Monitoring and review activities will be detailed in a Monitoring Plan based on the STATE'S risk assessment of the SUBRECIPIENT and will be provided to the SUBRECIPIENT. The Monitoring Plan may include, but not be limited to, the SUBRECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUBRECIPIENT'S actual expenditures compared to the approved budget, review of SUBRECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the STATE.

d. Performance and Final Status

SUBRECIPIENT shall submit all financial, performance and other reports to the STATE no later than forty-five (45) calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the STATE, containing an evaluation and review of SUBRECIPIENT's performance and the final status of SUBRECIPIENT's obligations hereunder.

e. Violations Reporting

SUBRECIPIENT shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The STATE or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

f. Inspection

SUBRECIPIENT shall permit the STATE, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe SUBRECIPIENT Records during the Record Retention Period. SUBRECIPIENT shall make SUBRECIPIENT Records available during normal business hours at SUBRECIPIENT's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the STATE, unless the STATE determines that a shorter period of notice, or no notice, is necessary to protect the interests of the STATE.

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the STATE a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq.*, then SUBRECIPIENT shall submit a copy of the results of that audit to the STATE within the same timelines as the submission to the federal government.

6. Amendments and Assignments

If there is a need to review and/or revise this Agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this Agreement shall be valid unless it is agreed and signed by both parties. This Agreement shall not be assignable by either party without written consent of the other, except for Assignment resulting from merger, consolidation, or reorganization of the assigning party.

7. Records, Audits, and Other Grant Compliance Issues

It is understood that this Agreement may be utilized as part of the American Rescue Plan Act (ERAP 2 Program – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUBRECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the STATE, SUBRECIPIENT, or any other party pertaining to any matter resulting from the agreement.

a. Work Product Information

- (1) The SUBRECIPIENT may receive from the STATE work product information that the STATE utilizes. The SUBRECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUBRECIPIENT further acknowledges that the STATE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.
- (2) With respect to the SUBRECIPIENT'S use of any work product transmitted by or originally created by the STATE, the SUBRECIPIENT acknowledges it is the SUBRECIPIENT'S decision to act accordingly. The SUBRECIPIENT has the option to either adopt such product as the SUBRECIPIENT'S own or the SUBRECIPIENT may utilize the following other options available to the SUBRECIPIENT:
 - i. Modify the STATE'S work product appropriate to the SUBRECIPIENT'S own needs;
 - ii. Create and adopt the SUBRECIPIENT'S own work product separate from the STATE'S work products;
 - iii. Adopt a work product created by other State or Federal agencies when applicable to the SUBRECIPIENT'S needs; or

- (3) If the SUBRECIPIENT utilizes any of the STATE'S work products in any way then the SUBRECIPIENT acknowledges that the STATE makes no representations or warranties with regard to the same.

b. Audit

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

c. Records

The STATE and SUBRECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUBRECIPIENT also agrees to provide the STATE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this Agreement;
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 12 of this Agreement;
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);

- (4) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);
- (5) For all contracts that meet the definition of “funding agreement” under 37 C.F.R. Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 C.F.R. Part 401 (See Exhibit C);
- (6) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (See Exhibit C);
- (7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (See Exhibit C);
- (8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (See Exhibit C);
- (9) For all construction contracts in excess of \$2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (See Exhibit E);

- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 C.F.R. Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 C.F.R. Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,
- (12) **Procurement of Recovered Materials** as required by 2 C.F.R. Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);

- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;
- (6) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
- (7) **Reporting Provision** requires that all contracts should include a requirement that the SUBRECIPIENT assist the STATE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;
- (8) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the STATE formally closes out each federal program (STATE and SUBRECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);
- (9) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;
- (10) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance;
- (11) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;
- (12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;
- (13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;
- (14) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;

- (15) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,

In compliance with Section 7(a)(7) above, the SUBRECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the "System for Award Management" (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUBRECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on projects involving federal funds.

In no event shall the SUBRECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUBRECIPIENT and STATE must be notified. STATE may, at its sole discretion, immediately implement the termination provisions discussed in Section 12 if the SUBRECIPIENT decides to continue with the project using a "debarred" or "active exclusion" contractor or subcontractor.

8. Liability

This Agreement is intended for the benefit of the STATE and the SUBRECIPIENT and does not confer any rights upon any other third parties. All rights by and between the STATE and the SUBRECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

9. Insurance

SUBRECIPIENT is self-insured, and will provide a letter evidencing appropriate coverage upon request.

10. Breach

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the STATE, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the STATE.

11. Remedies

a. STATE's Remedies

If SUBRECIPIENT is in breach under any provision of this Agreement and fails to cure such breach, the STATE, following the notice and cure period set forth in §10, shall have all of the remedies listed in this section and set forth in this Agreement or at law. The STATE may exercise any or all remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of SUBRECIPIENT's uncured breach, the STATE may terminate this entire Agreement or any part of this Agreement. Additionally, if SUBRECIPIENT fails to comply with any terms of the Federal Award, then the STATE may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. SUBRECIPIENT shall continue performance of this Agreement to the extent not terminated, if any.

1. Obligations and Rights

To the extent specified in any termination notice, SUBRECIPIENT shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, SUBRECIPIENT shall complete and deliver to the STATE all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the STATE, SUBRECIPIENT shall assign to the STATE all of SUBRECIPIENT's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, SUBRECIPIENT shall take timely, reasonable and necessary action to protect and preserve property in the possession of SUBRECIPIENT but in which the STATE has an interest. At the STATE's request, SUBRECIPIENT shall return materials owned by the STATE in SUBRECIPIENT's possession at the time of any termination. SUBRECIPIENT shall deliver all completed Work Product and all Work Product that was in the process of completion to the STATE at the STATE's request.

2. Payments

Notwithstanding anything to the contrary, the STATE shall only pay SUBRECIPIENT for accepted Work received as of the date of termination. If, after termination by the STATE, the STATE agrees that SUBRECIPIENT was not in breach or that SUBRECIPIENT's action or inaction was excusable.

3. Damages and Withholding

Notwithstanding any other remedial action by the STATE, SUBRECIPIENT shall remain liable to the STATE for any damages sustained by the STATE in connection with any breach by SUBRECIPIENT, and the STATE may withhold payment to SUBRECIPIENT for the purpose of mitigating the STATE's damages until such time as the exact amount of damages due to the STATE from SUBRECIPIENT is determined. The STATE may withhold any amount that may be due SUBRECIPIENT as the STATE deems necessary to protect the STATE against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the STATE in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The STATE, in its discretion, may exercise one or more of the following additional remedies:

1. Suspend Performance

Suspend SUBRECIPIENT's performance with respect to all or any portion of the Work pending corrective action as specified by the STATE without entitling SUBRECIPIENT to an adjustment in price or cost or an adjustment in the performance schedule. SUBRECIPIENT shall promptly cease performing Work and incurring costs in accordance with the STATE's directive, and the STATE shall not be liable for costs incurred by SUBRECIPIENT after the suspension of performance.

2. Withhold Payment

Withhold payment to SUBRECIPIENT until SUBRECIPIENT corrects its Work.

3. Deny Payment

Deny payment for Work not performed, or that due to SUBRECIPIENT's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

4. Removal

Demand immediate removal of any of SUBRECIPIENT's employees, agents, or Subcontractors from the Work whom the STATE deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the STATE to be contrary to the public interest or the STATE's best interest.

5. Intellectual Property

If any Work infringes, or if the STATE in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, SUBRECIPIENT shall, as approved by the STATE (i) secure that right to use such Work for the STATE and SUBRECIPIENT; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the STATE.

b. SUBRECIPIENT's Remedies

If the STATE is in breach of any provision of this Agreement and does not cure such breach, SUBRECIPIENT, following the notice and cure period in §10 and the dispute resolution process in §12, shall have all remedies available at law and equity.

12. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the STATE reserves the right to terminate this Agreement at any time upon written notice of termination or if the SUBRECIPIENT has failed to comply with the terms of this Agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUBRECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

13. Conflicts of Interest

a. Actual Conflicts of Interest

SUBRECIPIENT shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of SUBRECIPIENT under this Agreement. Such a conflict of interest would arise when a SUBRECIPIENT or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the STATE, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

b. Apparent Conflicts of Interest

SUBRECIPIENT acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the STATE's interests. Absent the STATE's prior written approval, SUBRECIPIENT shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of SUBRECIPIENT's obligations under this Agreement.

c. Disclosure to the State.

If a conflict or the appearance of a conflict arises, or if SUBRECIPIENT is uncertain whether a conflict or the appearance of a conflict has arisen, SUBRECIPIENT shall submit to the STATE a disclosure statement setting forth the relevant details for the STATE's consideration. Failure to promptly submit a disclosure statement or to follow the STATE's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered:

- a. by hand with receipt required;
- b. by certified or registered mail to such Party's principal representative at the address set forth below; or
- c. as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement.

If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

a. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, SUBRECIPIENT hereby assigns to the STATE, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that SUBRECIPIENT cannot make any of the assignments required by this section, SUBRECIPIENT hereby grants to the STATE a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The STATE may assign and license its rights under this license.

ii. Patents

In addition, SUBRECIPIENT grants to the STATE (and to recipients of Work Product distributed by or on behalf of the STATE) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by SUBRECIPIENT that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the STATE.

iii. Assignments and Assistance

Whether or not SUBRECIPIENT is under Agreement with the STATE at the time, SUBRECIPIENT shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the STATE, to enable the STATE to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. SUBRECIPIENT assigns to the STATE and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

b. Exclusive Property of the STATE

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing STATE Records, STATE software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the STATE (collectively, "STATE Materials"). SUBRECIPIENT shall not use, willingly allow, cause or permit Work Product or STATE Materials to be used for any purpose other than the performance of SUBRECIPIENT's obligations in this Agreement without the prior written consent of the STATE. Upon termination of this Agreement for any reason, SUBRECIPIENT shall provide all Work Product and STATE Materials to the STATE in a form and manner as directed by the STATE.

c. Exclusive Property of SUBRECIPIENT

SUBRECIPIENT retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to SUBRECIPIENT including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by SUBRECIPIENT under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "SUBRECIPIENT Property"). SUBRECIPIENT Property shall be licensed to the STATE as set forth in this Agreement or a STATE approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the STATE from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. General Provisions

a. Assignment

SUBRECIPIENT's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the STATE. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of SUBRECIPIENT's rights and obligations approved by the STATE shall be subject to the provisions of this Agreement.

b. Subcontractors

SUBRECIPIENT shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the STATE. SUBRECIPIENT shall submit to the STATE a copy of each such subgrant or Subcontract upon request by the STATE. All subgrants and Subcontracts entered into by SUBRECIPIENT in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of New Mexico, and shall be subject to all provisions of this Agreement. If the entity with whom SUBRECIPIENT enters into a Subcontract or subgrant would also be considered a SUBRECIPIENT, then the Subcontract or subgrant entered into by SUBRECIPIENT shall also contain provisions permitting both SUBRECIPIENT and the STATE to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

c. Binding Effect

Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

d. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

e. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

f. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

g. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

h. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the STATE Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

i. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable New Mexico law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the STATE.

j. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

k. External Terms and Conditions

Notwithstanding anything to the contrary herein, the STATE shall not be subject to any provision included in any terms, conditions, or agreements appearing on SUBRECIPIENT's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

l. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

m. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

o. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

p. Standard and Manner of Performance

SUBRECIPIENT shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in SUBRECIPIENT's industry, trade, or profession.

q. Licenses, Permits, and Other Authorizations

SUBRECIPIENT shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

r. Compliance with State and Federal Law, Regulations, and Executive Orders

SUBRECIPIENT shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

17. Severability, Entire Agreement and Captions

This Agreement shall be governed by and construed in accordance with the laws of the State New Mexico. If any provision of this Agreement is held invalid, void, or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any ERAP 2 Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the STATE and the SUBRECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

18. Publicity,

- A. Any Publicity regarding the subject matter of this agreement must not be released without prior written approval from the DFA. For purposes of this agreement, "Publicity" means notices, informational pamphlets, press releases, email response, research, reports, signs, and similar public notices prepared by or for the Subrecipient or jointly with others.
- B. The Subrecipient shall not issue, without consent of the DFA, any press release, or make any public announcement with respect to this agreement. In the performance of responsibilities under this agreement, the Subrecipient agrees to obtain approval of the DFA in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the image of the DFA or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- C. For violations of either 18(A) or 18(B), as determined solely by the DFA, the DFA reserves the right to terminate this agreement.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

IN WITNESS WHEREOF, the STATE and the SUBRECIPIENT do hereby execute this Agreement as of the date of signature by the STATE below.

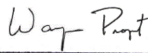
THIS AGREEMENT has been approved by:

[SUBRECIPIENT NAME]: City of Albuquerque


Samantha Sengel, Chief Administrative Officer

8/12/24
Date

NEW MEXICO DEPARTMENT OF DEPARTMENT OF FINANCE AND
ADMINISTRATION:

DocuSigned by:

6EB4D958A89A432...
Wayne Propst, Cabinet Secretary

8/20/2024
Date

EXHIBIT A**FEDERAL AWARD INFORMATION**

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Emergency Rental Assistance 2 Program
Subrecipient Name: **City of Albuquerque**

Subrecipient Unique Identification (ID) Number: FXHXYLX5LWD8

Subaward Period of Performance (Start and End Date): Effective Date of this Agreement and August 30, 2025.

Amount of Federal Funds Obligated to Subrecipient: **\$1,637,005.00**

Federal Budget Category	Budget Allocation (Maximum)
Calle Cuarta Project	1,637,005.00
Total Program Budget	1,637,005.00
Administrative Expenses	\$0.00
Total Amount of Federal Funds Obligated to Subrecipient	1,637,005.00

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Fund

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

Department of Finance and Administration

407 Galisteo Street
Santa Fe, NM 87501
(505) 827-4985

Assistance Listing Number (ALN): 21.023

EXHIBIT B**SCOPE OF WORK AND BUDGET**

SUBRECIPIENT will use ERAP 2 funds to provide full performance of all tasks listed in section *I. Deliverables*, below. ERAP 2 funds will be requested monthly according to the Request for Payment procedures specified in this Agreement and section *II. Invoice Submission*, below. All funds shall be obligated and expended by SUBRECIPIENT in accordance with this Agreement. The period of performance to execute work and/or incur costs against the \$ 1,637,005.00 subaward funding for this project begins on the *Effective Date of this Agreement* and ends on *August 30, 2025*. SUBRECIPIENT shall use Budget funds for the timely and full performance of the deliverables listed and described in section *I. Deliverables*, below.

I. Deliverables

Deliverable	Description of Deliverable
1. City of Albuquerque Calle Cuarta Subdivision Construction Project ("Project")	<p>Total Project Budget Allocation (Maximum): 1,637,005.00</p> <p>SUBRECIPIENT will perform the following:</p> <ol style="list-style-type: none"> 1. Build 6 affordable housing units in the Calle Cuarta Housing Subdivision project located at 3525 4th St. NW Albuquerque, NM 87107 ("Project Site"); 2. Project will include,; 3. Pay for Direct Construction; of 6 new affordable housing units 4. Complex is an affordable housing site apartment complex with thirty-one (31) units for households earning up to 50% or less of area median income; and 5. Partner with contractor selected in accordance with applicable federal and state procurement requirements. 6. Seek partnerships in a manner that is consistent with 2 CFR 200 and that will ensure timely completion of the Project. 7. Use of and alignment with one or more of the following Low-Income Housing Tax Credit (Treasury), HOME Investment Partnerships Program (U.S. Department of Housing and Urban Development (HUD), HOME-ARP Program (HUD), Housing Trust Fund Program (HUD), Public Housing Capital Fund (HUD), Indian Housing Block Grant Program (HUD), Section 202 Supportive Housing for the Elderly (HUD), Section 811 Supportive Housing for Persons with Disabilities (HUD) Farm Labor Housing Direct Loans and Grants (U.S. Department of Agriculture (USDA)), Multifamily Preservation and Revitalization Program (USDA) and ARPA ERAP 2 funds to complete the Project;

	<p>8. Ensure the Project meets all applicable requirements with respect to resident income restrictions, the Affordability Period and related covenant requirements for assisted units, resident protections, and housing quality standards;</p> <p>9. Ensure all ERAP 2-Assisted Units of the Project complies with all applicable affordability requirements by executing and authorizing the recording against the Property and the Project of the Land Use Restriction Agreement attached as Exhibit G (“LURA”);</p> <p>10. Ensure Project meets applicable property standards and will ensure that all of the Property, Project Site, and the Project are maintained in compliance with federal, state, and local code requirements for the term of the LURA and the Affordability Period.</p>
2. Monthly Reporting	<p>SUBRECIPIENT shall provide a monthly detailed report within ten (10) days of the end of the month describing in detail the following:</p> <p>(i) Breakdown of cost performance to budget allocation by the budget categories as listed in section IV below;</p> <p>(ii) <u>Clearly identify and distinguish funds received under this Agreement from other funds applied to the Project; and</u></p> <p>(iii) Any other information deemed relevant by the STATE.</p>

II. Invoice Submission

1. SUBRECIPIENT shall submit an Invoice for payment on the first of every month by the end of business. If the first of the month falls on a holiday or weekend, then SUBRECIPIENT shall submit an invoice on the next regular business day.
2. If SUBRECIPIENT fails to submit an Invoice on the first of the month or in accordance with step 1 above, then SUBRECIPIENT shall wait to submit an Invoice until the first of the month following the month missed by SUBRECIPIENT.

III. Breakdown of Project Costs

Project Name:		Calle Cuarta		Date:		9/12/2023	
Total Units:		61		Low Income Units:		61	
*Round figures to nearest dollar							
LIHTC portion		0.790572938		LW/Retail:		0.209427062	
				FEDERAL HTC REQUESTS ONLY			
				RESIDENTIAL COSTS ONLY			
TOTAL ACTUAL COST		COMMERCIAL	RESIDENTIAL	ACQUISITION BASIS	REHAB/NEW CONSTRUCTION BASIS	Rehab/NC Projects enter entire NC + Rehab amount in column to the left and enter rehab amount here.	
ACQUISITION COSTS							
Land Acquisition		-					
Building Acquisition		-					
Other (a)		5,000		5,000		5,000	
SUBTOTAL		5,000	-	5,000	-	5,000	-
TOTALS FROM SCHEDULE "D" CONTRACTOR'S AND MORTGAGOR'S COST BREAKDOWN							
Demolition (I)		-	-	-			-
Abatement (II)		-	-	-			-
Site Construction (III)		1,837,200	94,733	1,542,467		1,542,467	-
Buildings and Structures (IV)		12,898,800	1,944,900	10,951,900		10,951,900	-
Off-Site Improvements (V)		945,800	-	945,800			-
Other Costs (VI)		89,800	-	89,800		3,200	-
SUBTOTAL (VII)		15,569,600	2,039,633	13,529,967	-	12,497,567	-
OTHER CONSTRUCTION COSTS							
Contractor Overhead		311,392	40,793	270,599		270,599	-
Contractor Profit		622,784	81,585	541,199		541,199	-
General Requirements		934,178	122,378	811,798		811,798	-
Construction Contingency		1,450,000	303,669	1,146,331		1,146,331	-
Gross Receipts Tax (GRT)		1,359,568	177,051	1,182,517		1,182,517	-
Landscaping		-					
Furniture, Fixtures, & Equipment		200,000		200,000		200,000	-
Other (b)		872,319	182,887	689,431		689,431	-
SUBTOTAL		5,760,239	908,164	4,842,075	-	4,842,075	-
PROFESSIONAL SERVICES/FEES							
Architect (Design)		582,188	121,928	460,262		460,262	-
Architect (Supervision)		134,292	28,124	106,168		106,168	-
Attorney (Real Estate)		50,000	10,471	39,529		39,529	-
Engineer/Survey		77,983	18,332	61,651		61,651	-
Other (c)		171,740	35,967	135,773		135,773	-
SUBTOTAL		1,016,203	212,820	803,383	-	803,383	-
CONSTRUCTION FINANCING							
Contractor's Hazard Insurance		-					
Contractor's Liability Insurance		200,537	26,278	174,259		174,259	-
Contractor's Performance Bond		191,900	25,074	166,826		166,826	-
Interest		950,000		950,000		475,000	-
Origination/Discount Points		95,066		95,066		95,066	-
Credit Enhancement		-					
Inspection Fees		30,000	8,283	23,717		23,717	-
Title and Recording		80,000	16,764	63,246		63,246	-
Legal		65,000	13,813	51,387		51,387	-
Taxes		25,064	5,249	19,815		19,815	-
Other (d)		15,500	3,248	12,254		12,254	-
SUBTOTAL		1,653,067	98,498	1,556,569	-	1,081,569	-

--CONTINUED ON NEXT PAGE--

FOOTNOTES

- 1) Subtotal from Section I, Schedule "D"
- 2) Subtotal from Section II, Schedule "D"
- 3) Subtotal from Section III, Schedule "D"

- 4) Subtotal from Section IV, Schedule "D"
- 5) Subtotal from Section V, Schedule "D"
- 6) Subtotal from Section VI, Schedule "D"
- 7) Subtotal from Section VII, Schedule "D"

Project Name:		Calle Cuarta		Date: 9/12/2023	
Total Units:		61		Low Income Units: 61	
*Round figures to nearest dollar					
LIHTC portion		0.790572938	LW/Retail:	0.209427062	
FEDERAL HTC REQUESTS ONLY					
RESIDENTIAL COSTS ONLY					
TOTAL ACTUAL COST	COMMERCIAL	RESIDENTIAL	ACQUISITION BASIS	REHAB/NEW CONSTRUCTION BASIS	Rehab/NC Projects enter entire NC + Rehab amount in column to the left and enter rehab
PERMANENT FINANCING COSTS					
Bond Premium	-				
Credit Report	-				
Origination/Discount Points	28,723		28,723		
Credit Enhancement	-				
Title and Recording	27,500		27,500		
Legal	15,000		15,000		
Costs of Bond Issuance	-				
Pre-Paid MIP	-				
Reserves and Escrows	-				
Other (e)	-				
SUBTOTAL	71,223	-	71,223		
SOFT COSTS					
Market Study	11,543		11,543		11,543
Environmental	3,220		3,220		3,220
Tax Credit Fees	106,116		106,116		
Appraisal	7,500	1,571	5,929		5,929
Hard Relocation Costs	-				
Accounting/Cost Certification	25,000		25,000		
Other (f)	290,000	41,885	248,115		248,115
SUBTOTAL	443,379	43,456	399,923	-	268,807
SYNDICATION					
Organization	90,000		90,000		
Bridge Loan	-				
Tax Opinion	-				
Other (g)	30,000	6,283	23,717		
SUBTOTAL	120,000	6,283	113,717		
TDC before Dev. Fees & reserves	24,628,710	3,306,853	21,321,857	-	19,498,401
RESERVES					
Rent Up	35,000		35,000		
Operating	289,555		289,555		
Replacement	-				
Escrows/Working Capital	-				
Other (h)	-				
SUBTOTAL	324,555	-	324,555	-	-
DEVELOPER FEES					
Developer Fee*	1,292,500		1,292,500		1,292,500
Consultant Fee	-				
Relocation Consultant	-				
SUBTOTAL	1,292,500	-	1,292,500	-	1,292,500
Total Development Cost (TDC)	26,245,765	3,306,853	22,938,912	-	20,790,901

IV. Budget

Federal Budget Category	Budget Allocation (Maximum)
Affordable Housing Project	1,637,005.00
Total Program Budget	1,637,005.00
Administrative Expenses	0.00
Total Subaward Amount	1,637,005.00

V. Significant Changes to Scope of Work

The SUBRECIPIENT is required to notify and seek written approval of the STATE in advance of any proposed material changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the STATE to re-evaluate the eligibility of the work under this Subaward.

(End of Scope of Work)

EXHIBIT C**FEDERAL PROVISIONS****1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the ERAP 2 statute, ERAP 2 Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of New Mexico agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.6. “Grantee” means the state identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Prime Recipient” means the New Mexico State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

- 2.1.12. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.14.1. Salary and bonus;
 - 2.1.14.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.14.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.14.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.14.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.14.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.15. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.16. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.17. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei

3. COMPLIANCE.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient’s information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient’s information.

5. TOTAL COMPENSATION.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Subrecipient shall report data elements to SAM and to the State as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above ERAP 2 reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by the State as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
- 8.1.1. Subrecipient shall use the ERAP 2 Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June.

PROCUREMENT STANDARDS.

- 8.2. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

- 8.3. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 8.4. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
- 11.1.1. [Applicable to federally assisted construction Agreements.] **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] **Davis-Bacon Act**. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). See Exhibit E.

- 11.1.3. **Rights to Inventions Made Under a grant or agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.1.4. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. **Debarment and Suspension** (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. **Never Agreement with the enemy** (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 11.1.8. **Prohibition on certain telecommunications and video surveillance services or equipment** (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 11.1.9. **Title VI of the Civil Rights Act**. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

12. CERTIFICATIONS.

- 12.1. Subrecipient Certification. Subrecipient shall sign a "State of New Mexico Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 12.2. Unless prohibited by Federal statutes or regulations, the State may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. EXEMPTIONS.

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

- 13.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.

- 13.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 13.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 13.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 13.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 13.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 13.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT D

AGREEMENT WITH SUBRECIPIENT OF FEDERAL FUNDS

Section 3206 of the American Rescue Plan Act ("Act"), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State and Local Fiscal Recovery Fund. The State of New Mexico has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This Agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury, apply to your organization. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 3206 of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal funds as specified in bills passed by the Legislature and signed by the Governor.

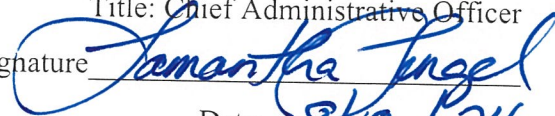
Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Organization Name: City of Albuquerque

Subrecipient Organization Representative: Samantha Sengel

Title: Chief Administrative Officer

Signature


Date: 8/12/24

Agreement with Subrecipient of Federal Funds Terms And Conditions

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds reimbursed under this award may only be used in compliance with the ERAP 2 program and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and State Agency. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may NOT use funds provided under this award to pay for indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of New Mexico understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Agency or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Agency shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of New Mexico by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E

DAVIS-BACON ACT REQUIREMENTS (IF APPLICABLE)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the “Recovery Act”), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).
- The \$2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the “site of the work” that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).

- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).
- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a “force account” basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: (www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf 1321).

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL’s Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an “Other Action Request.” The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the "Add File" button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

EXHIBIT F

ERAP 2 SUBRECIPIENT QUARTERLY REPORT

1. ERAP 2 SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The ERAP 2 Subrecipient Quarterly Report Workbook must be submitted to the STATE within ten (10) calendar days following each quarter ended September, December, March and June.

EXHIBIT F

ERAP 2 SUBRECIPIENT PROJECT REQUIREMENTS

The construction of the affordable rental housing project must be for “very low-income families,” whose incomes do not exceed 50 percent of the median family income for the area.

- The operation of the housing project must be for “very low-income families.”
- The project must align with at least one of the following federal programs:
 - Low-Income Housing Tax Credit (Treasury)
 - HOME Investment Partnerships Program (U.S. Department of Housing and Urban Development (HUD))
 - HOME-ARP Program (HUD)
 - Housing Trust Fund Program (HUD)
 - Public Housing Capital Fund (HUD)
 - Indian Housing Block Grant Program (HUD)
 - Section 202 Supportive Housing for the Elderly (HUD)
 - Section 811 Supportive Housing for Persons with Disabilities (HUD)
 - Farm Labor Housing Direct Loans and Grants (U.S. Department of Agriculture (USDA));
 - Multifamily Preservation and Revitalization Program (USDA)

Additional Requirements:

The award funds used for affordable rental housing purposes will be subject to the applicable requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR Part 200. Specifically, sub-grantees are required to comply with the applicable procurement standards set forth in 2 CFR §§ 200.317 through 200.327 when procuring goods and services for these eligible purposes, and the allowability of expenses related to affordable rental housing and eviction prevention purposes will be subject to the Cost Principles set forth in 2 CFR Part 200, Subpart E.

“Very Low-Income Families.”

- The household income of occupants of units funded through this is limited to the maximum income applicable to very low-income families, as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)); and
- Such income limitation is imposed through a covenant, land use restriction agreement (LURA), or other enforceable legal requirement for a period of at least 20 years.

CITY OF ALBUQUERQUE

● Active Registration

Unique Entity ID

FXHXYLX5LWD8

CAGE/NCAGE

49BR7

Expiration Date

May 24, 2025

Physical Address

One Civic Plaza NW

11TH Floor

Albuquerque, New Mexico

87102-2109, United States

Mailing Address

1 Civic Plaza NW

Albuquerque, New Mexico

87102, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As

(blank)

URL

<https://www.cabq.gov/family>

Division Name

Family & Community Services

Division Number

(blank)

Congressional District

New Mexico 01

State/Country of

Incorporation

(blank), (blank)

Registration Dates

Activation Date

May 29, 2024

Initial Registration Date

Sep 28, 2007

Submission Date

May 24, 2024

Owner

CAGE

Legal Business Name

Immediate Owner

(blank)

(blank)

Highest Level Owner

(blank)

(blank)

Entity Dates

Entity Start Date

Jan 1, 1891

Fiscal Year End Close Date

Jun 30

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

CITY of ALBUQUERQUE

TWENTY FIFTH COUNCIL

COUNCIL BILL NO. F/S R-22-49 ENACTMENT NO. 3-2022-055

SPONSORED BY: Pat Davis, by request

RESOLUTION

AMENDING THE ADOPTED CAPITAL IMPLEMENTATION PROGRAM OF THE CITY OF ALBUQUERQUE BY APPROVING NEW PROJECTS, SUPPLEMENTING CURRENT APPROPRIATIONS AND CHANGING THE SCOPE OF EXISTING PROJECTS.

WHEREAS, the Capital Implementation Program of the City of Albuquerque is governed by the requirements established under Section 2-12-4 ROA, 1994, which provides for semiannual amendments to the approved program; and

WHEREAS, appropriations are needed for various purposes including the Cultural, CIP, Energy, Storm, Streets, Economic Development, Finance, Fire, Legal, Parks, and Police; and

WHEREAS, Impact Fee revenues now need to be appropriated; and

WHEREAS, the State of New Mexico grant projects approved by the 2022 State Legislature now need to be authorized; and

WHEREAS, the appropriations of these various funds to projects within their respective purposes are timely and necessary for the City to serve its citizens.

BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF ALBUQUERQUE:

Section 1. That the appropriations are hereby made and/or changed and that decreased in activities/projects are transfers of revenues to the specific projects as indicated.

			Increase (Decrease)
Department	Source		
Cultural Services/BioPark Tax			
BioPark Tax Project	Gross Receipt Tax		17,000,000

1	<u>Cultural Services/Museum</u>		
2	Kimo Theatre Remodel	19 GO Bond	
3	The scope is expanded to include the plan, design, renovate, construct and		
4	otherwise improve the Kimo Theatre.		
5	Casa San Ysidro	15 GO Bond	(6,448)
6	Casa San Ysidro	21 GO Bond	6,448
7	Explora Cradle	Settlement	231,077
8	<u>Cultural Services/Library</u>		
9	Feasibility Study NW Library	09 GO Bond	(48,345)
10	Library Building Renovations	17 GO Bond	48,345
11	The scope is expanded to include the purchase of vehicles.		
12	<u>DMD/CIP</u>		
13	MD Vehicles Replacement	Public Surplus Sales	56,606
14		Collections Property Damage	35,495
15	<u>DMD/Energy</u>		
16	3% Energy Conservation	Contribution in Aid	86,001
17		Miscellaneous Revenue	5,919
18		Public Surplus Sales	2,742
19	Solar Projects	Miscellaneous Revenue	1,350,000
20	<u>DMD/Storm</u>		
21	Pump Station Rehabilitation	Contribution in Aid	421,939
22	The scope is expanded to include other City-wide storm drainage projects.		
23	MS4 Storm Water Implementation	Contributions	29,653
24	NPDES	Collections Property Damage	37,665
25	<u>DMD/Streets</u>		
26	Advance ROW	Public Surplus	43,500
27	Advance ROW	Miscellaneous Revenue	14,848
28	Safety & Intersection Improvements	Property Damage	110,573
29	Developer Funded Projects	Contribution in Aid	75,376
30	Ladera Drive	17 GO Bond	
31	The scope is corrected to District 1 projects versus District 3.		
32	Eagle Ranch Road/Paseo Del Norte		
33	Intersection Improvements	FY19 NMDOT	(86,294)

[+Bracketed/Underscored Material+] - New
[-Bracketed/Strikethrough Material-] - Deletion

1	Complete Streets West Central		
2	98 th to Saraccino	NMDOT	300,000
3		Transfer from 305	51,124
4	The project description attached hereto may only be amended as provided by		
5	Section 2-12-4-ROA, 1994.		
6	<u>DMD/Streets/Transportation Tax</u>		
7	12 th Street & Menaul Intersection	Contribution in Aid	49,749
8	Road Infrastructure Improvements	Transportation Infra. Tax	(1,924,000)
9	Transportation Infrastructure Debit		
10	Service Fund 405	Transportation Infra. Tax	1,924,000
11	Channel Road	Transportation Infra. Tax	
12	The scope is expanded to include right of way acquisition and construction of		
13	other District 4 projects including San Pedro Widening from Paseo del Norte to		
14	Alameda and for Wyoming Widening north of Alameda.		
15	Road Infrastructure Improvements	Transportation Infra. Tax FY23	16,886,000
16	Road Infrastructure Improvements	Transportation Infra. Tax FY22	18,810,000
17	Arterial Street Rehabilitation FY21-22		(5,681,214)
18	Residential Street Rehabilitation FY21-22		(5,668,364)
19	FY23 Heat Scarified Recycle In-Place Street Rehabilitation		(1,505,000)
20	FY23 CLMRS		(2,363,422)
21	FY23 Slurry Seal Program/Crack Seal		(1,590,000)
22	FY23 Micro Surfacing Program		(1,002,000)
23	Emergency Projects		(1,000,000)
24	Neighborhood Traffic Management		
25	Program	Transportation Infra. Tax	250,000
26	Trails and Bikeways	Transportation Infra. Tax	1,650,000
27	<u>EDD/Metropolitan Redevelopment</u>		
28	Railyard Redevelopment (275)	Miscellaneous Revenue	18,000
29	East Downtown (275)	Real Property Sales	411,611
30	MRA Account (275)	Miscellaneous Revenue	5,522
31	East Downtown	05 GO Bonds	(1,780)
32	North 4 th Street Corridor Improv	09 GO Bonds	(121,903)
33	North 4 th Street Redevelopment	11 GO Bonds	(15,551)

[+Bracketed/Underscored Material+] - New
[-Bracketed/Strikethrough Material-] - Deletion

1	North 4 th Street Redevelopment	13 GO Bonds	(70,255)
2	El Vado/Casa Grande Redevelopment	11 GO Bonds	(11,219)
3	El Vado/Casa Grande Redevelopment	13 GO Bonds	(9,492)
4	DeAnza Motor Lodge	11 GO Bonds	(21,154)
5	MRA Infrastructure	GO Bonds	251,154
6	The scope of the project is to study, design, develop, construct, reconstruct,		
7	rehabilitate, renovate, automate, modernize sign, enhance, landscape and otherwise		
8	improve, and to acquire land and equipment for municipal streets and roads,		
9	interstate roadways and interchanges, medians, trails, bikeways, walkways,		
10	sidewalks, railroad crossing and bridges.		
11	<u>Finance and Administration</u>		
12	Land and Mobile Radio Upgrade	Transfer from Fund 745	(217,701)
13	Contract Tracking System Replacement	Transfer from Fund 745	217,701
14	The scope of the project is to plan, design, procure, and implement and		
15	otherwise improve the Central Purchasing contract tracking system.		
16	<u>Fire</u>		
17	Facility Rehab and Renovation	Real Property Sales	16,500
18	<u>Legal</u>		
19	Comcast Fund	Interest	(28,911)
20	Comcast Capital	Interest	28,911
21	Franchise Revenue		248,411
22	<u>Parks & Recreation</u>		
23	Park Amenity & Forestry Rehab	Contributions and Donations	173,561
24	<u>Police</u>		
25	Vehicle Replacement	City Property Damage	317,374
26	Subrogation Vehicle	Public Surplus	4,840
27		City Property Damage	4,874
28	<u>Transit /Transportation Tax</u>		
29	Transfer to Other Funds	Transportation Infra. Tax	12,540,000
30	Section 2. That the following Impact Fee revenues and interest are hereby		
31	appropriated.		
32	<u>Project Name</u>		<u>Amount</u>
33	<u>Parks, Recreation, Trails and Open Space Facilities</u>		

[+Bracketed/Underscored Material+] - New
[-Bracketed/Strikethrough Material-] - Deletion

[+Bracketed/Underscored Material+] - New
[-Bracketed/Strikethrough Material-] - Deletion

1	Parks Northeast	Interest	4,520
2	Parks Southeast	Impact Fee Revenue	24,299
3		Interest	6,355
4	Parks Northwest	Impact Fee Revenue	508,670
5		Interest	17,788
6	Parks Southwest	Impact Fee Revenue	63,212
7		Interest	3,108
8	Trails	Impact Fee Revenue	39,333
9		Interest	(206)
10	Open Space	Impact Fee Revenue	358,085
11		Interest	<u>11,830</u>
12	Sub-total Parks, Recreation, Trails and Open Space Facilities		1,036,994
13	<u>Public Safety Facilities</u>		
14	Fire Citywide	Impact Fee Revenue	145,784
15		Interest	4,629
16	Police Citywide	Impact Fee Revenue	65,449
17		Interest	<u>2,724</u>
18	Sub-total Public Safety Facilities		218,586
19	APD Driving Track		
20	Requesting to add a new project to the CCIP. The scope of the project is to		
21	upgrade and expand the APD Driving Track to allow for additional training, to include		
22	but not limited to, motorcycles. Estimated cost requested \$234,922.		
23	<u>Roadway Facilities</u>		
24	Roads Citywide	Impact Fee Revenue	1,386,731
25		Interest	<u>68,698</u>
26	Sub-total Roadway Facilities		1,455,429
27	<u>Drainage Facilities</u>		
28	Southwest	Impact Fee Revenue	3,368
29		Interest	2,067
30	Tijeras	Impact Fee Revenue	37,565
31		Interest	607
32	Far Northeast	Impact Fee Revenue	55,226
33		Interest	198

1	Northwest	Impact Fee Revenue	167,266
2		Interest	<u>2,375</u>
3	Sub-total Drainage Facilities		268,672
4	Total Impact Fee, and Interest		<u>2,979,681</u>

5 Section 3. That the following State of New Mexico grant projects approved by the
6 2022 State Legislature are hereby authorized.

7	<u>Project Title</u>	<u>Amount</u>
8	12th Street & Sawmill Road	548,000
9	4-H Park Memorial Renovation	50,000
10	Academy Road NE & Wyoming Blvd NE Repair	25,000
11	Adelante Development Center Equipment & Vehicle Purchase	130,000
12	Affordable Housing	455,000
13	African American Museum Building	170,000
14	African American Museum Facility	300,000
15	Alameda Little League Improvements	20,000
16	Albuquerque Fire Rescue Apparatus Purchase	350,000
17	Albuquerque Fire Rescue Communications and Dispatch Equipment	
18	Purchase - Extend Time	0
19	Albuquerque Fire Rescue Ladder 1 Purchase	200,000
20	Albuquerque Fire Rescue Station 11	50,000
21	Albuquerque Fire Rescue Wildland Rescue Vehicle Equipment	562,000
22	Albuquerque Fire Response Brush Truck Purchase - Extend Time	0
23	All Faiths Vehicle and Equipment	535,000
24	Altura Park Renovation	150,000
25	Arts, Community, Culture, Education, Sports and Science	
26	Services for Children and Families	50,000
27	Asian Community Center	505,754
28	Avenida Cesar Chavez and Dolores Huerta Street Improvements	100,000
29	Balloon Fiesta Park Improvements	40,000
30	Balloon Fiesta Park Renovation	150,000
31	Balloon Museum Exhibits Install	230,000
32	Barelas 4th Street Great Blocks Project	390,000
33	Barelas Park Renovation	200,000

[+Bracketed/Underscored Material+] - New
[-Bracketed/Strikethrough Material-] - Deletion

[+Bracketed/Underscored Material+] - New
 [-Bracketed/Strikethrough Material-] - Deletion

1	Barelas Senior Center Equipment	40,141
2	Bernalillo County Crestview Bluffs Purchase - Change to Albuquerque	
3	Crestview Bluff Open Space Area, Parks and Trails - Extend Time	0
4	Broadway Boulevard	325,000
5	Building International District Facility Acq.	100,000
6	Bus Stop Improvements	50,000
7	Calle Cuarta Affordable Housing Development	130,000
8	Candelaria Nature Preserve Improvements	250,000
9	Carnuel Village Archeological Site Improvements	100,000
10	Casa Senior Transportation Vehicle	375,000
11	Cibola Loop Multigenerational Complex	100,000
12	Clayton Heights Park	110,000
13	Coors Blvd. Safety and Pedestrian Infrastructure Improvements	75,000
14	Coronavirus Disease 2019 Economic Recovery	50,000
15	Covid 19 Memorial Site	25,000
16	Crestview Bluff and Trail Development	40,000
17	Crestview Bluff Green Space Construction - Change to Open Space,	
18	Parks and Trails Construction - Extend Time	0
19	Crestview Bluff Open Space Acquisition - Change to Albuquerque	
20	Crestview Bluff Parks and Trails	0
21	Dispatch and Records Management System - Extend Time	0
22	Eastdale Little League Bathroom	260,000
23	Eastdale Little League Lighting	20,000
24	Economic Development along Coors Boulevard	80,000
25	Economic Development along west Central Avenue	180,000
26	Education Outreach for Young Children and Educators	210,000
27	Educational Programs at the Zoo	50,000
28	Educational Programs of the Holocaust	80,000
29	Eisenhower Swimming Pool Repair	145,000
30	Encuentro Center	345,000
31	Enhanced Six-week Summer and Out-of School Programming	120,000
32	Enlace Comunitario Facility Renovation	25,000
33	Explora Museum Campus Expand	1,375,000

[+Bracketed/Underscored Material+] - New
 [-Bracketed/Strikethrough Material-] - Deletion

1	Film/Media Train Equipment	100,000
2	Flamenco Works Dance School Furnish	285,000
3	Food Distribution Equipment Purchase	220,000
4	Foothills Open Space Education Center	50,000
5	Foothills Open Space Improvements	150,000
6	Gibson Health Hub Improvements	421,757
7	Gilbert P. Sanchez Park Construct	25,000
8	Girard Boulevard Improvements	90,000
9	Glenwood Hills Park Tennis Courts Repair	25,000
10	Hands-on Science Center and Children's Museum	175,000
11	Highland Senior Center Renovation	353,358
12	Highway 45 and 118th Street Improvements	100,000
13	Hillerman Library Parking Lot	275,000
14	Historic Route 66 Anniversary History and Celebration	50,000
15	Indoor Arena Improvements	325,000
16	Intelligent Transportation System (ITS)	25,000
17	International District Library Park	450,000
18	Isotopes Stadium Improvements	175,000
19	Jerry Cline Tennis Center	210,000
20	Joan Jones Community Center	75,000
21	Juan Tabo Hills Fire Station Land Acquisition, Construction and	
22	Improvements - Extend Time	0
23	Juan Tabo Hills Park Phase 3	400,000
24	Kirtland Park/Thomas Bell Community Center Mural Repair	20,000
25	Ladera Road Northwest Improvements - Extend Time	0
26	Law Enforcement Facilities Modernize Renovation	180,000
27	Lead Avenue and Coal Avenue	300,000
28	Life Skills Education Program	120,000
29	Lobo Little League Improvements	70,000
30	Los Altos Golf Course Improvements	50,000
31	Los Altos Park Renovation	725,000
32	Los Tomases Park Renovation	280,000
33	Los Volcanes Senior Center	430,000

1	Low-income Food and Enrichment Program	50,000
2	Maloof Air Park Improvements	90,000
3	Manzano Mesa Pickleball Facility	970,000
4	Marion L. Fox Memorial Park	75,000
5	Mariposa Park Pond Renovation	50,000
6	Matheson Park Security and Light Install	16,000
7	McKinely Bike Safety and Ed Center Renovation	75,000
8	McMahon Blvd. NW	200,000
9	Mental Health Services	140,000
10	Mental Health Services	115,000
11	Mentoring African American Students	50,000
12	Mesa del Sol Boulevard	100,000
13	Mesa del Sol East Plat Lift Station	50,000
14	Mesa del Sol North Plat Lift Station	50,000
15	Mesa Verde Park Renovation	150,000
16	Mile High Little League Fields and Infrastructure Improvements	
17	- Extend Time	0
18	Mobile Stage Purchase	175,000
19	Montano Road NW Landscape Improvements	39,769
20	Montgomery Pool Improvements	925,000
21	Morningside Park	250,000
22	Museum Education Center	780,000
23	National Flamenco Institute	145,000
24	Neighborhood Intersection Lighting	65,000
25	New Day Homeless Facility Fence	45,000
26	New Day Multipurpose Center Fence	35,000
27	NM Veterans' Memorial	175,600
28	North Domingo Baca Pool	3,940,000
29	North Valley Dog Park	25,000
30	North Valley Senior Center Renovation	2,971,442
31	Northeast Area Command Police Station	200,000
32	Nuevo Atrisco Plaza Phase 2	1,150,000
33	Odelia Road NE Safety Improvements	25,000

[+Bracketed/Underscored Material+] - New
[-Bracketed/Strikethrough Material-] - Deletion

[+Bracketed/Underscored Material+] - New [-Bracketed/Strikethrough Material-] - Deletion	1	PAH! Hiland Deaf Blind and Hard of Hearing Complex	400,000
	2	Palo Duro Senior Center Renovation	1,000,000
	3	Park Improvements	10,000
	4	Parks Construct	200,000
	5	Paseo de Las Montanas Trail Repair	26,665
	6	Paseo del Norte and Unser Boulevard	1,420,000
	7	Pat Hurley Park and Community Center Improvements –	
	8	Change to Improvements to the Joan Jones Community Center -	
	9	Extend Time	0
	10	Performing Visual Arts and Education Center	1,766,000
	11	Petroglyph Estates Park	70,000
	12	Petroglyph Little League Renovation	50,000
	13	Police Department Crime Scene Vehicle Purchase - Extend Time	0
	14	Police Department Technology Modernization - Extend Time	0
	15	Public Library Special Collections Branch Renovation	100,000
	16	Public Safety Facility and Equipment	100,000
	17	Public Safety Technology and Equipment	110,000
	18	Public Safety Vehicles	181,000
	19	Pueblo Alto Flood Mitigation	335,000
	20	Puerto del Sol Golf Course	100,000
	21	Recreation Facility	20,000
	22	Refrigerated Food Truck Purchase	100,000
	23	Regional Public Safety Center	3,000,000
	24	Rio Grande Triangle Dog Park	115,000
	25	Robotic Science, Technology, Engineering and Mathematics Program	50,000
	26	Route 66 Centennial Celebration	25,000
	27	Route 66 Visitor Center	1,009,742
	28	Salam Academy Solar Panels and HVAC Equipment	150,000
	29	Santa Barbara/Martineztown Gardens Development	200,000
	30	Saturday Minority Science, Technology, Engineering and	
	31	Mathematics Program	100,000
	32	Sawmill and Old Town Street and Pedestrian RT	10,605,000
	33	Sawmill Community Land Trust Plaza	200,000

[+Bracketed/Underscored Material+] - New [-Bracketed/Strikethrough Material-] - Deletion	1	Shooting Range Park	130,000
	2	South San Jose Park and Community Center Improvements	2,200,000
	3	Southeast Albuquerque Intersection Access Improvements	50,000
	4	Southeast Albuquerque Street Lighting Upgrade	50,000
	5	Southeast/Mid-Heights Park Construction - Extend Time	0
	6	Southwest Mesa Public Safety and Community Complex	350,000
	7	Southwest Public Safety Center	50,000
	8	Speed Reduction Technology	196,000
	9	Splash Pad Construct	1,000,000
	10	Street Lights Install	100,000
	11	Streets and Medians Improvements	200,000
	12	Streets and Safety Improvements	300,000
	13	Supportive Housing Rehabilitation Acq.	225,000
	14	Tijeras Bio-Zone Open Space	100,000
	15	Tingley Beach Water System and Bathroom Improvements	103,203
	16	Tramway Boulevard Improvements	250,000
	17	Tramway Road Landscaping	700,000
	18	Tree Cutting Services for Low-income Seniors	80,000
	19	United Community Academy Facility	120,000
	20	USS Bullhead Memorial Park/Dog Park	50,000
	21	Ventana Ranch Park Tennis Court Complex	50,000
	22	Vista del Norte Park	225,000
	23	Warehouse and Vehicle Purchase	120,399
	24	West Central Redevelopment District Infrastructure Improvements –	
	25	Extend Time	0
	26	West Mesa Aquatic Center	50,000
	27	West Mesa Little League Facility	50,000
	28	Westgate Community Center Phase 3	5,260,000
	29	Westgate Little League Field	100,000
	30	Westside Animal Shelter	30,000
	31	Westside Indoor Recreation Complex	200,000
	32	Westside Pickleball Courts	125,000
	33	Wheels Museum Facility	100,000

1 Youth Facility 585,000
2 TOTAL 63,856,280

3 Section 4. That in the event these grants and/or contributions are received, upon
4 execution of an agreement between the parties, the amounts indicated above will be
5 appropriated in their respective fund, with the provision that the amounts will be
6 adjusted to reflect actual Federal, State, and/or private contribution participation.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

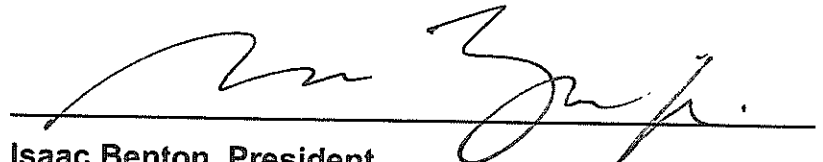
31

32

33 X:\CL\SHARE\CL-Staff_Legislative Staff\Legislation\25 Council\R-49FSfinal.doc


[+Bracketed/Underscored Material+] - New
[-Bracketed/Strikethrough Material-] - Deletion

1 PASSED AND ADOPTED THIS 22nd DAY OF June, 2022
2 BY A VOTE OF: 9 FOR 0 AGAINST.


3
4
5
6
7 
8 Isaac Benton, President
9 City Council

10
11
12 APPROVED THIS 29 DAY OF June, 2022
13
14

15 Bill No. F/S R-22-49

16
17
18 
19
20 Timothy M. Keller, Mayor
21 City of Albuquerque
22
23
24
25
26
27

28 ATTEST:

29 
30
31 Ethan Watson, City Clerk
32
33
34

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

CONTRACT CONTROL FORM

Contact: Jeanne Young
Phone: 505-768-3873

Req. Num.:
Acct. Num. : 432032
Act. Num.: 7345650

CCN: 202400886

PRELIMINARY

Type of Agreement: Intergovernmental

For Grants Only:
Indirect Costs for General Fund
Services
% _____
\$ _____

Description: FY24 DFA Calle Cuarta Affordable Housing Improvements.
New agreement 22-G2660.
Dept/Div: DMD, /CIP

Vendor: New Mexico State, Department of Finance and Administration
Contract Amount: \$130,000.00 Receivable
Contract Total:

Contract Term: 03/27/2024 to: 06/30/2026
FY Aggregate: \$0.00
Date Submitted: 03/13/2024

PROCUREMENT:
WAIVERS REQUIRED:

RFP: No Waiver Letter Attached: _____ Approved: _____
Ins: Waiver Letter Attached: _____ Approved: _____

DRAFT CONTRACT:

Recd by Legal: _____ Rejected/Returned to Dept: _____ / _____
Returned to Legal: _____ / _____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE Attached: _____
Insurance Required: NONE Attached: _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:						
Asst. City Attorney:					<div><div>DS</div><div>BMK</div></div>	3/19/2024
CIP:					<div><div>DS</div><div>SR</div></div> <div><div>DS</div><div>MA</div></div>	3/19/2024
City Attorney:					<div><div>DS</div><div>UK</div></div>	3/20/2024
CAO:					<div><div>DS</div><div></div></div>	3/21/2024
Department:					<div><div>DS</div><div>JT</div></div>	3/19/2024
Budget:						
Others: City Clerk					<div><div>DocuSigned by:</div><div>Ashley Santistevan</div></div>	3/27/2024

5:17 PM MDT
3:48 PM MDT
4:22 PM MDT
11:00 AM MDT
3:16 PM MDT
11:31 PM MDT
10:09 AM MDT

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **City of Albuquerque**, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 48, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

22-G2660 \$130,000.00 APPROPRIATION REVERSION DATE: June 30,2026

Laws of 2022, Chapter 53, Section 30, Paragraph 48, One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00), to acquire property and rights of way and to plan, design, construct and equip improvements to the Calle Cuarta affordable housing development in the north valley of Albuquerque in Bernalillo county;

The Grantee's total reimbursements shall not exceed One Hundred Thirty Thousand Dollars and Zero Cents \$130,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁵, if applicable, Zero Dollars and Zero Cents \$0.00, which equals One Hundred Thirty Thousand Dollars and Zero Cents \$130,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [OPTIONAL LANGUAGE: "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse⁶ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

⁵ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

⁶ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Albuquerque
Name: Dr. Samantha Sengel, EdD
Title: Chief Administrative Officer
Address: P.O. Box 1293, Albuquerque, NM 87103
Email: sengel@cabq.gov
Telephone: (505)768-3000

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Albuquerque
Name: Donnie Quintana
Title: CIP Official
Address: P.O. Box 1293, Albuquerque, NM 87103
Email: donniequintana@cabq.gov
Telephone: (505) 768-3891

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Lynda Martinez
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Lynda.Martinez@dfa.nm.gov
Telephone: 505-699-3971

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their 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 or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Albuquerque** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Albuquerque’s** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Albuquerque** or the Department of Finance and Administration or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Albuquerque** or the “Department.”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration Grant Agreement. Should the Department of Finance and Administration early terminate the grant agreement, the **City of Albuquerque** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Albuquerque** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]


IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.



GRANTEE

City of Albuquerque
Entity Name

By: Dr. Samantha Sengel, EdD
(Type or Print Name)

Its: Chief Administrative Officer
(Type or Print Title)


DocuSigned by:

BC2424C09B8741A...
Signature of Official with Authority to Bind Grantee

 3/19/2024 | 5:17 PM MDT
 3/20/2024 | 11:00 AM MDT

3/21/2024 | 3:16 PM MDT
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

DocuSigned by:

D891C24BB85B4E9...
Signature

3/27/2024
Date

CITY of ALBUQUERQUE

TWENTY-FIFTH COUNCIL

COUNCIL BILL NO. C/S R-23-123

ENACTMENT NO. R-2023-041

SPONSORED BY: Brook Bassan

1 RESOLUTION

2 APPROPRIATING FUNDS FOR OPERATING THE GOVERNMENT OF THE CITY
3 OF ALBUQUERQUE FOR FISCAL YEAR 2024, BEGINNING JULY 1, 2023 AND
4 ENDING JUNE 30, 2024; ADJUSTING FISCAL YEAR 2023 APPROPRIATIONS;
5 AND APPROPRIATING CAPITAL FUNDS.

6 WHEREAS, the Charter of the City of Albuquerque requires the Mayor to
7 formulate the annual operating budget for the City of Albuquerque; and

8 WHEREAS, the Charter of the City of Albuquerque requires the Council to
9 approve or amend and approve the Mayor's budget; and

10 WHEREAS, the governing body of the City of Albuquerque, State of New
11 Mexico has developed a budget for Fiscal Year 2024 and respectfully requests
12 approval from the State of New Mexico, Local Government Division of the
13 Department of Finance and Administration; and

14 WHEREAS, appropriations for the operation of the City government must
15 be approved by the Council.

16 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
17 ALBUQUERQUE:

18 Section 1. That the amount of \$68,888,000 is hereby reserved in the
19 Operating Reserve Fund for the City of Albuquerque for Fiscal Year 2024. In
20 addition, the amount of \$500,000 is reserved for a potential runoff election. In
21 the event that the runoff is necessary, \$500,000 is hereby unreserved and a
22 contingent appropriation is made to the Office of the City Clerk Program to pay
23 for the expenses of the runoff election. In the event that the runoff election
24 does not happen, \$500,000 is hereby unreserved and will fall to fund balance;
25 the amount of \$6,450,000 is reserved for an additional 1.5% of a Cost of Living

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1 Adjustment to be distributed to the respective departments and programs by
 2 the Office of Management and Budget.
 3 The amount of \$100,000 is reserved for wage adjustments for all full-time and
 4 part-time city employees making less than \$15 per hour. The amount would
 5 increase the wages for those employees to at least \$15 per hour. The amount
 6 would be distributed to the respective departments and programs by the Office
 7 of Management and Budget.

8 Section 2. That the following amounts are hereby appropriated to the
 9 following programs for operating City government during Fiscal Year 2024:

10 GENERAL FUND – 110

11 Animal Welfare Department

12	Animal Care Center Personnel	10,974,563
13	Animal Care Center Operating	4,350,437
14	\$40,000 originally appropriated to Animal Protection of NM as a non-recurring	
15	item, is now reserved to NMDOG for \$20,000 and \$20,000 to Animal Protection of	
16	NM for the Wildlife Program.	

17 Arts and Culture Department

18	Biological Park Personnel	11,819,916
19	Biological Park Operating	5,375,084
20	CABQ Media Personnel	681,888
21	CABQ Media Operating	430,112
22	CIP Bio Park Personnel	582,365
23	CIP Bio Park Operating	2,635
24	Community Events Personnel	1,237,933
25	Community Events Operating	3,581,067
26	Explora Operating	1,792,000
27	Museum Personnel	2,394,425
28	Museum Operating	1,831,575
29	Museum-Balloon Personnel	1,045,894
30	Museum-Balloon Operating	601,106
31	Public Arts and Urban Enhancement Personnel	736,077
32	Public Arts and Urban Enhancement Operating	37,923
33	Public Library Personnel	12,894,715

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	Public Library Operating	3,484,285
2	Strategic Support Personnel	1,476,001
3	Strategic Support Operating	677,999
4	Chief Administrative Officer Department	
5	Chief Administrative Office Personnel	2,509,382
6	Chief Administrative Office Operating	259,618
7	City Support Functions	
8	Dues and Memberships	506,000
9	Early Retirement	5,500,000
10	GRT Administration Fee	7,181,000
11	Joint Committee on Intergovernmental Legislative Relations	257,000
12	Open and Ethical Elections	827,000
13	Transfer to Other Funds:	
14	Capital Acquisition Fund (305)	1,000,000
15	Operating Grants Fund (265)	5,700,000
16	Sales Tax Refunding D/S Fund (405)	15,412,000
17	Solid Waste Operating Fund (651)	711,000
18	Vehicle/Equipment Replacement Fund (730)	500,000
19	Civilian Police Oversight Agency	
20	Civilian Police Oversight Agency Personnel	1,869,856
21	Civilian Police Oversight Agency Operating	531,144
22	Community Safety Department	
23	Administrative Support Personnel	2,171,427
24	Administrative Support Operating	3,581,573
25	Field Response Personnel	8,688,682
26	Field Response Operating	318
27	Special Operations Personnel	612,725
28	Special Operations Operating	1,948,275
29	Council Services Department	
30	Council Services Personnel	5,288,955
31	Council Services Operating	1,352,045
32	Economic Development Department	
33	Economic Development Personnel	1,659,491

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	Economic Development Operating	1,299,509
2	Economic Investment Operating	972,000
3	International Trade Operating	171,000
4	Environmental Health Department	
5	Cannabis Services Personnel	67,000
6	Consumer Health Personnel	1,637,293
7	Consumer Health Operating	153,707
8	Environmental Services Personnel	657,198
9	Environmental Services Operating	161,802
10	Strategic Support Personnel	951,542
11	Strategic Support Operating	282,458
12	Urban Biology Personnel	467,915
13	Urban Biology Operating	148,085
14	Family and Community Services Department	
15	Affordable Housing Personnel	669,186
16	Affordable Housing Operating	14,719,814
17	Child and Family Development Personnel	5,357,556
18	Child and Family Development Operating	981,444
19	Community Recreation Personnel	12,117,715
20	Community Recreation Operating	3,312,285
21	Educational Initiatives Personnel	774,053
22	Educational Initiatives Operating	2,142,947
23	Emergency Shelter Personnel	604,738
24	Emergency Shelter Operating	6,664,262
25	Gibson Health Hub Personnel	601,931
26	Gibson Health Hub Operating	8,140,069
27	Health and Human Services Personnel	1,303,669
28	Health and Human Services Operating	3,337,331
29	Homeless Support Services Personnel	527,877
30	Homeless Support Services Operating	8,027,123
31	Mental Health Personnel	273,429
32	Mental Health Operating	4,816,571
33	Strategic Support Personnel	2,495,101

1	Strategic Support Operating	623,899
2	Substance Abuse Personnel	1,031,435
3	Substance Abuse Operating	3,309,565
4	Youth Gang Contracts Operating	218,000
5	Finance and Administrative Department	
6	Accounting Personnel	3,483,160
7	Accounting Operating	654,840
8	Financial Support Services Operating	1,134,000
9	Office of Emergency Management Personnel	624,468
10	Office of Emergency Management Operating	386,532
11	Office of Equity and Inclusion Personnel	971,274
12	Office of Equity and Inclusion Operating	310,726
13	Office of Management and Budget Personnel	1,271,839
14	Office of Management and Budget Operating	148,161
15	Office of MRA Personnel	839,245
16	Office of MRA Operating	308,755
17	Purchasing Personnel	1,638,578
18	Purchasing Operating	679,422
19	Strategic Support Personnel	1,083,319
20	Strategic Supporting Operating	240,681
21	Treasury Personnel	815,343
22	Treasury Operating	449,657
23	Fire Department	
24	Dispatch Personnel	5,443,701
25	Dispatch Operating	1,167,299
26	Emergency Response/Field Op Personnel	79,963,053
27	Emergency Response/Field Op Operating	4,383,947
28	Emergency Services Personnel	3,100,476
29	Emergency Services Operating	278,524
30	Fire Prevention/FMO Personnel	6,935,642
31	Fire Prevention/FMO Operating	477,358
32	Headquarters Personnel	3,977,233
33	Headquarters Operating	379,767

1	Logistics/Planning Personnel	2,206,266
2	Logistics/Planning Operating	2,628,734
3	Training Personnel	3,435,904
4	Training Operating	642,096
5	General Services Department	
6	Convention Center/ASC Operating	2,336,000
7	Energy and Sustainability Personnel	1,143,946
8	Energy and Sustainability Operating	23,054
9	Facilities Personnel	2,775,357
10	Facilities Operating	5,650,643
11	Gibson Health Hub Personnel	508,200
12	Gibson Health Hub Operating	3,542,800
13	Security Personnel	9,330,270
14	Security Operating	802,730
15	Strategic Support Personnel	936,172
16	Strategic Support Operating	12,828
17	Human Resources Department	
18	B/C/J/Q Union Time Personnel	131,000
19	Personnel Services Personnel	2,790,839
20	Personnel Services Operating	1,143,161
21	Legal Department	
22	Legal Services Personnel	7,419,528
23	Legal Services Operating	697,472
24	Mayor's Office	
25	Mayor's Office Personnel	896,571
26	Mayor's Office Operating	311,429
27	Municipal Development Department	
28	Construction Personnel	1,516,599
29	Construction Operating	399,401
30	Design Recovered CIP Personnel	2,166,864
31	Design Recovered CIP Operating	88,136
32	Design Recovered Storm Personnel	3,160,551
33	Design Recovered Storm Operating	98,449

1	Real Property Personnel	781,624
2	Real Property Operating	81,376
3	Special Events Parking Operating	19,000
4	Storm Drainage Personnel	1,553,253
5	Storm Drainage Operating	1,740,747
6	Strategic Support Personnel	2,888,843
7	Strategic Support Operating	592,157
8	Streets Personnel	5,583,895
9	Streets Operating	409,105
10	Streets Services-F110 Personnel	4,004,475
11	Streets Services-F110 Operating	10,926,525
12	Transfer to Other Funds:	
13	Capital Acquisition Fund (305)	200,000
14	Gas Tax Road Fund (282)	2,348,000
15	Office of the City Clerk	
16	Administrative Hearing Office Personnel	393,781
17	Administrative Hearing Office Operating	154,219
18	Office of the City Clerk Personnel	2,358,102
19	Office of the City Clerk Operating	2,147,898
20	Open and Ethical Operating	90,000
21	Office of Inspector General	
22	Office of Inspector General Personnel	552,835
23	Office of Inspector General Operating	237,165
24	Office of Internal Audit and Investigations	
25	Internal Audit Personnel	864,269
26	Internal Audit Operating	169,731
27	Parks and Recreation Department	
28	Aquatic Services Personnel	4,614,339
29	Aquatic Services Operating	1,761,661
30	CIP Funded Employees Personnel	2,431,359
31	CIP Funded Employees Operating	356,641
32	Golf Personnel	2,683,237
33	Golf Operating	2,597,763

1	Open Space Management Personnel	2,991,749
2	Open Space Management Operating	1,958,251
3	Parks Management Personnel	8,905,936
4	Parks Management Operating	11,971,064
5	Recreation Personnel	2,939,894
6	Recreation Operating	2,371,106
7	Strategic Support Personnel	2,117,314
8	Strategic Support Operating	167,686
9	Transfer to Other Funds:	
10	Capital Acquisition Fund (305)	200,000
11	Planning Department	
12	Code Enforcement Personnel	3,454,415
13	Code Enforcement Operating	1,186,585
14	One Stop Shop Personnel	7,982,417
15	One Stop Shop Operating	1,612,583
16	Strategic Support Personnel	2,537,450
17	Strategic Support Operating	678,550
18	Urban Design and Development Personnel	2,477,602
19	Urban Design and Development Operating	424,398
20	Transfer to Other Funds:	
21	Refuse Disposal Operating Fund (651)	463,000
22	Police Department	
23	Administrative Support Personnel	6,092,494
24	Administrative Support Operating	17,028,506
25	Investigative Services Personnel	44,611,975
26	Investigative Services Operating	10,384,025
27	Neighborhood Policing Personnel	100,939,406
28	Neighborhood Policing Operating	18,392,594
29	Off-Duty Police Overtime Personnel	1,200,000
30	Office of the Superintendent Personnel	18,600,948
31	Office of the Superintendent Operating	3,078,052
32	Prisoner Transport Personnel	3,161,706
33	Prisoner Transport Operating	171,294

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	Professional Accountability Personnel	25,350,089
2	Professional Accountability Operating	9,112,911
3	Senior Affairs Department	
4	Basic Services Personnel	676,201
5	Basic Service Operating	110,799
6	Strategic Support Personnel	1,793,462
7	Strategic Support Operating	1,551,538
8	Well Being Personnel	4,976,737
9	Well Being Operating	1,658,263
10	Technology and Innovation Department	
11	Citizens Services Personnel	3,730,928
12	Citizens Services Operating	451,072
13	Data Management for APD Personnel	1,077,333
14	Data Management for APD Operating	55,667
15	Information Services Personnel	8,610,750
16	Information Services Operating	4,860,250
17	Transit Department	
18	Transfer to Transit Operating Fund (661)	30,959,000
19	<u>LG ABATEMENT FUND – 201</u>	
20	Finance and Administration Department	
21	LG Abatement Program	0
22	<u>FIRE FUND – 210</u>	
23	Fire Department	
24	State Fire Fund	2,854,000
25	Transfer to Other Funds:	
26	Fire Debt Service Fund (410)	279,000
27	<u>LODGERS' TAX FUND – 220</u>	
28	Finance and Administrative Services Department	
29	Lodgers' Promotion	8,233,000
30	Transfer to Other Funds:	
31	General Fund (110)	513,000
32	Sales Tax Refunding D/S Fund (405)	8,680,000

1 Lodger's Tax appropriations are based on estimated revenue at the beginning of
2 each fiscal year. Actual revenue may exceed estimated revenue causing
3 promotional and debt appropriations to be deficient prior to the end of the fiscal
4 year. If actual revenue exceeds estimated revenue, the variance is hereby
5 appropriated by the standard 50/50 allocation for promotional activities and debt
6 service. Estimated debt service fund balance in excess of current debt service
7 obligations shall be used to issue debt for improvements at Isotopes Stadium
8 as required by Major League Baseball, up to an amount of \$1,000,000.

9 HOSPITALITY FEE FUND – 221

10 Finance and Administrative Services Department

11 Lodgers' Promotion 1,872,000

12 Transfer to Other Funds:

13 Capital Acquisition Fund (305) 736,000

14 Sales Tax Refunding D/S Fund (405) 1,136,000

15 Hospitality Fee appropriations are based on estimated revenue at the beginning
16 of each fiscal year. Actual revenue may exceed estimated revenue causing
17 promotional and debt appropriations to be deficient prior to the end of the fiscal
18 year. If actual revenue exceeds estimated revenue, the variance is hereby
19 appropriated to satisfy contractual promotional payments and debt obligations
20 by the standard 50/50 revenue allocation.

21 CULTURE AND RECREATION PROJECTS FUND – 225

22 Cultural Services Department

23 Balloon Center Projects 8,000

24 Community Events Projects 63,000

25 Museum Projects 259,000

26 ALBUQUERQUE BIOLOGICAL PARK PROJECTS FUND – 235

27 Cultural Services Department

28 BioPark Projects 2,400,000

29 AIR QUALITY FUND – 242

30 Environmental Health Department

31 Operating Permits 2,633,000

32 Vehicle Pollution Management 1,383,000

33 Transfer to Other Funds:

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	General Fund (110)	316,000
2	<u>SENIOR SERVICES PROVIDER FUND – 250</u>	
3	Senior Affairs Department	
4	CDBG Services	119,000
5	Senior Services Provider	8,396,000
6	Transfer to Other Funds:	
7	General Fund (110)	901,000
8	<u>LAW ENFORCEMENT PROTECTION PROJECTS FUND – 280</u>	
9	Police Department	
10	Crime Lab Project	50,000
11	Law Enforcement Protection Act	880,000
12	Law Enforcement Protection Act - Aviation	20,000
13	Law Enforcement Recruitment Fund	2,500,000
14	Transfer to Other Funds:	
15	General Fund (110)	100,000
16	<u>GAS TAX ROAD FUND – 282</u>	
17	Municipal Development Department	
18	Street Services – F282	6,660,000
19	Transfer to Other Funds:	
20	General Fund (110)	248,000
21	<u>AUTOMATED SPEED ENFORCEMENT FUND – 289</u>	
22	Municipal Development Department	
23	Speed Enforcement Program	2,605,000
24	<u>CITY/COUNTY FACILITIES FUND – 290</u>	
25	General Services Department	
26	Law Enforcement Center	553,000
27	Transfer to Other Funds:	
28	General Fund (110)	20,000
29	<u>SALES TAX REFUNDING DEBT SERVICE FUND – 405</u>	
30	City Support Functions	
31	Sales Tax Refunding Debt Service	28,232,000
32	<u>FIRE DEBT SERVICE FUND – 410</u>	
33	Fire Department	

1	Debt Service	279,000
2	<u>GENERAL OBLIGATION BOND DEBT SERVICE FUND – 415</u>	
3	City Support Functions	
4	General Obligation Bond Debt Service	88,179,000
5	<u>AVIATION OPERATING FUND – 611</u>	
6	Aviation Department	
7	Management & Professional Support	7,659,000
8	Operations, Maintenance and Security	30,723,000
9	Public Safety	7,042,000
10	Transfers to Other Funds:	
11	Airport Capital and Deferred Maintenance (613)	31,000,000
12	General Fund (110)	3,224,000
13	<u>AVIATION REVENUE BOND DEBT SERVICE FUND – 615</u>	
14	Aviation Department	
15	Debt Service	1,636,000
16	<u>PARKING FACILITIES OPERATING FUND – 641</u>	
17	Municipal Development Department	
18	Parking Services	4,748,000
19	Transfers to Other Funds:	
20	General Fund (110)	591,000
21	<u>REFUSE DISPOSAL OPERATING FUND – 651</u>	
22	Solid Waste Management Department	
23	Administrative Services	9,434,000
24	Clean City	15,223,000
25	Collections	25,687,000
26	Disposal	12,642,000
27	Maintenance - Support Services	6,929,000
28	Transfers to Other Funds:	
29	General Fund (110)	9,220,000
30	Refuse Disposal Capital Fund (653)	12,012,000
31	Refuse Disposal Debt Service Fund (655)	2,784,000
32	A contingent appropriation is made based upon the cost of fuel exceeding \$2.30	
33	per gallon during FY/24 in the Refuse Disposal Operating Fund (651). Fuel	

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	appropriations for Administrative Services, Clean City, Collections, Disposal,	
2	and Maintenance – Support Services programs will be increased up to the	
3	additional fuel surcharge revenue received at fiscal year-end.	
4	<u>REFUSE DISPOSAL OPERATING FUND – 655</u>	
5	Solid Waste Management Department	
6	Debt Service	2,784,000
7	<u>TRANSIT OPERATING FUND – 661</u>	
8	Transit Department	
9	ABQ Rapid Transit	5,772,000
10	ABQ Ride	31,829,000
11	Facility Maintenance	2,876,000
12	Paratransit Services	6,769,000
13	Special Events	237,000
14	Strategic Support	3,740,000
15	Transfer to Other Funds:	
16	General Fund (110)	6,822,000
17	Refuse Disposal Operating Fund (651)	150,000
18	<u>SPORTS STADIUM OPERATING FUND – 691</u>	
19	General Services Department	
20	Stadium Operations	1,264,000
21	Transfer to Other Funds:	
22	General Fund (110)	22,000
23	Stadium Debt Service Fund (695)	976,000
24	<u>SPORTS STADIUM DEBT SERVICE FUND – 695</u>	
25	General Services Department	
26	Debt Service	966,000
27	<u>RISK MANAGEMENT FUND – 705</u>	
28	Finance and Administrative Services Department	
29	Risk - Fund Administration	1,213,000
30	Risk - Safety Office	2,553,000
31	Risk - Tort and Other	3,997,000
32	Risk - Workers' Comp	3,219,000
33	WC/Tort and Other Claims	29,279,000

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	Transfers to Other Funds:	
2	General Fund (110)	1,174,000
3	Human Resources Department	
4	Unemployment Compensation	1,535,000
5	Employee Equity	651,000
6	<u>GROUP SELF-INSURANCE FUND – 710</u>	
7	Human Resources Department	
8	Group Self Insurance	94,917,000
9	<u>FLEET MANAGEMENT FUND – 725</u>	
10	General Services Department	
11	Fleet Management	14,139,000
12	Transfer to Other Funds:	
13	General Fund (110)	603,000
14	<u>VEHICLE/EQUIPMENT REPLACEMENT FUND – 730</u>	
15	Technology and Innovation Department	
16	Computers	500,000
17	<u>EMPLOYEE INSURANCE FUND – 735</u>	
18	Human Resources Department	
19	Insurance and Administration	7,537,000
20	Transfer to Other Funds:	
21	General Fund (110)	144,000
22	<u>COMMUNICATIONS MANAGEMENT FUND – 745</u>	
23	Technology and Innovation Department	
24	City Communications	12,663,000
25	Transfer to Other Funds:	
26	Transfer to General Fund (110)	305,000
27	Section 3. That the following appropriations are hereby adjusted to the	
28	following programs from fund balance and/or revenue for operating City	
29	government in Fiscal Year 2023:	
30	<u>GENERAL FUND – 110</u>	
31	Arts and Culture Department	
32	Community Events	(432,000)
33	Economic Development Department	

1	Transfer to MRA Fund 275	432,000
2	<u>STATE FIRE FUND – 210</u>	
3	Fire Department	
4	State Fire Fund	(838,000)
5	Transfer to Other Funds:	
6	Transfer to CIP Fund (305)	838,000
7	<u>LODGERS' TAX FUND – 220</u>	
8	Finance and Administrative Services Department	
9	Transfer to Other Funds:	
10	Sales Tax Refunding D/S Fund (405)	1,636,000
11	<u>SALES TAX REFUNDING DEBT SERVICE FUND – 405</u>	
12	City Support Functions	
13	Sales Tax Refunding Debt Service	1,636,000
14	<u>TRANSIT OPERATING FUND – 661</u>	
15	Transit Department	
16	Strategic Support	1,500,000
17	<u>COMMUNICATIONS MANAGEMENT FUND – 745</u>	
18	Technology and Innovation Department	
19	City Communications	430,000
20	Section 4. That the following appropriations are hereby made to the Capital	
21	Program to the specific funds and projects as indicated below for Fiscal Year	
22	2024:	
23	<u>Department/Fund</u>	<u>Source</u> <u>Amount</u>
24	<u>City Support/Fund 305</u>	
25	LEDA	Transfer from Fund 110 1,000,000
26	<u>Finance and Administrative/Fund 305</u>	
27	Convention Center Improvements	Transfer from Fund 221 736,000
28	<u>Municipal Development/Fund 305</u>	
29	Westgate Community Center	Transfer from Fund 110 200,000
30	<u>Parks & Recreation/Fund 305</u>	
31	Park Development/Parks	Transfer from Fund 110 100,000
32	Urban Forestry	Transfer from Fund 110 100,000
33	<u>Solid Waste/Fund 653</u>	

[Bracketed/Underscored Material] - New
 [Bracketed/Strikethrough Material] - Deletion

1	Refuse Equipment	Transfer from Fund 651	6,200,000
2	Automatic Collect Sys	Transfer from Fund 651	700,000
3	Disposal Facilities	Transfer from Fund 651	1,104,000
4	Refuse Facility	Transfer from Fund 651	500,000
5	Edith Admin/Maint Facility	Transfer from Fund 651	500,000
6	Recycle Carts	Transfer from Fund 651	700,000
7	Computer Equipment	Transfer from Fund 651	600,000
8	Alternative Landfills	Transfer from Fund 651	216,000
9	Landfill Environmental	Transfer from Fund 651	1,492,000

10 Section 5. That the following appropriations are hereby made to the Capital
11 Program to the specific funds and projects as indicated below for Fiscal Year
12 2023:

13 Metropolitan Redevelopment Agency/Fund 275

14 Route 66 & Historic Sign Rehab Transfer from Fund 110 432,000

15 The scope of the project is to develop and implement an improvement plan
16 for the Route 66 Corridor along Central Avenue that includes historic sign
17 rehabilitation, a clean-up and maintenance plan, and a marketing and business
18 promotion program, in accordance with R-22-53.

19 Fire/Fund 305

20 Fire Facility Rehab & Reno Transfer from Fund 210 838,000

21 Section 6. That the following appropriations are hereby authorized and
22 approved State of New Mexico grant and capital projects approved by the 2023
23 State Legislature. Each project is authorized to be appropriated to a specific
24 grant or capital fund upon the execution of an agreement between the parties,
25 with the provision that the amounts will be adjusted to reflect actual Federal,
26 State, and/or private contribution participation.

27	<u>Project Title</u>	<u>Amount</u>
28	12 th Street and Bellamah Road	250,000
29	4 th Street Albuquerque Great Blocks on Main Street	300,000
30	Adelante Vehicle and Equipment	311,490
31	Affordable Housing	1,060,810
32	Affordable Housing	250,000
33	AFR Department EMS Equipment	440,000

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	AFR Funeral Truck	165,000
2	AFR Ladder Trucks	92,778
3	AFR Station 14	150,000
4	AFR Vehicles	25,000
5	AFR Water Rescue Vehicle	100,000
6	AFR Wildland Firefighting Equipment	90,000
7	African American Museum & Cultural Center	126,490
8	After-School Programming	75,000
9	Alameda Little League Facility	425,000
10	Alameda Pedestrian Trail	3,000,000
11	Alamosa Park Lighting	450,000
12	Albuquerque Housing Authority Housing	150,000
13	Albuquerque Museum Education Center	1,440,000
14	APD Academy	342,777
15	APD Helicopter	617,778
16	APD Vehicles	200,000
17	Asian and Pacific Island Community Resource Center	200,000
18	Asian Americans Case Management	75,000
19	Balloon Fiesta Park	4,315,000
20	Balloon Fiesta Park Eastdale Little League Fields	80,000
21	Balloon Fiesta Park Eastdale Little League Scoreboards	70,000
22	Balloon Fiesta Park Eastdale Little League Turf	30,000
23	Balloon Fiesta Park Landing Sites	3,000,000
24	Barelas Park	100,000
25	Barelas Senior Center Meals and Equipment	55,000
26	Facility for Unhoused Children and Families in Albuquerque	464,204
27	Biopark Aquarium	600,278
28	Broadway Boulevard	50,000
29	Candelaria Nature Preserve	310,000
30	Casa Kitchen Meals Equipment	300,000
31	Casa San Ysidro	150,000
32	Central & Tramway Public Safety Fence	94,000
33	Central & Unser Library	200,000

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	Facility for Unhoused Children and Families in Albuquerque	15,000
2	Child Disclosure Policies	100,000
3	Child Maltreatment Service Contracts	100,000
4	Facility for Unhoused Children and Families in Albuquerque	65,000
5	Cibola Loop Multi-Generational Center Phase I	900,000
6	Clayton Heights Neighborhood Park	100,000
7	Contract for Housing Resources	150,000
8	Contractual Services for Providers Working with Victim	75,000
9	Coors Blvd. Sidewalks	100,000
10	Coronado Park Fire Rescue Training and Response Center	5,225,000
11	Cutler Park	325,000
12	Day Shelter and Health Center in the Gibson Health Hub	375,000
13	Desert Hills Acquisition	70,000
14	Development West Central and Coors	150,000
15	Displaced Persons Vehicle and Equipment	101,490
16	Domestic Violence Counseling Office Acquisition	441,490
17	Dr. Martin Luther King Jr. Avenue Lighting	15,000
18	East Central Avenue	250,000
19	East Central Avenue Streetlight	200,000
20	Economic Impact of Arts and Creativity Research	75,000
21	Eisenhower Pool Facility	115,000
22	El Oso Grande Park	30,000
23	Emergency Food Distribution Equipment	145,000
24	Erna Fergusson Library	150,000
25	Ernie Pyle Public Library	100,000
26	Event Center	600,000
27	Families without Homes Preschool	1,356,490
28	Fire Station Construction	250,000
29	Flamenco Educational Services	100,000
30	Food Manufacturers Training	200,000
31	Fourth St. NW Acquire Rights of Way	85,000
32	Fourth St. SW Acquire Rights of Way & Construct Sidewalks	100,000
33	Gateway Center Medical Treatment and Care Facility	9,926,490

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	Gateway Center Short-Term Medical Sobering	200,000
2	Genocide and Holocaust Museum	175,000
3	Girard Blvd. NE	275,000
4	Health and Social Service Centers	50,000
5	Healthy Meals Delivery to Citizens Facing Food Insecurity	75,000
6	Highland Senior Center	560,000
7	Highland Senior Center Improvement	25,000
8	Holocaust and Other Genocide Events Education	310,000
9	Improve a Facility for Unhoused Families	145,000
10	Homeless Management Information System and Service	235,000
11	Housing Projects	4,290,000
12	Improve Albuquerque Playing Fields	325,000
13	Infrastructure and Mesa del Sol Lift Station	200,000
14	International Balloon Museum Roof and Infrastructure	140,000
15	International Balloon Museum Visitor Facility	610,000
16	International District Library Park	351,490
17	International District Metropolitan Redevelopment Area	1,965,000
18	Isotopes Park	100,000
19	Jack Candelaria Community Center Boxing Facility	200,000
20	Joan Jones Community Center	200,000
21	Job-Life Training	75,000
22	Juan Tabo Hills Park, Phase 3	125,000
23	Juan Tabo Storm Drainage Facility	125,000
24	Kirtland Park Mural Repair	50,000
25	Ladera Golf Course	200,000
26	Lauren C. Boles Park Tennis Courts	180,000
27	Lead Avenue SE and Coal Avenue SE	576,490
28	Loma Linda Community Center	300,000
29	Lomas Tramway Library	525,000
30	Los Altos Park	950,000
31	Los Griegos Library	50,000
32	Los Volcanes Senior Center	250,000
33	Low-Income Senior Citizens Contract	200,000

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	Main Library	100,000
2	Maloof Memorial Air Park	165,000
3	Manzano Mesa Multigenerational Center Pickleball Courts	695,772
4	Manzano Mesa Multigenerational Center Security System	25,000
5	Marion L. Fox Memorial Park	151,490
6	Mariposa Basin Park	185,000
7	Martineztown Multigenerational Center	100,000
8	Martineztown-Santa Barbara Garden	220,000
9	Mile High Little League Facility	370,000
10	Montgomery Pool	25,000
11	Morningside Park	250,000
12	Mountain Food Pantry Services	235,000
13	Mountain Road and Edith Boulevard	50,000
14	North Domingo Baca Multigenerational Center	65,000
15	North Domingo Baca Park Aquatic Center	6,165,000
16	North Valley Senior Center	200,000
17	Northeast Area Police Station	200,000
18	Northeast Medians	300,000
19	Palo Duro Senior Center	3,000,000
20	Palomas Avenue	500,000
21	Pan-Asian Services	170,000
22	Parks Shade Structures	560,000
23	Paseo between Kimmick and Rainbow	1,000,000
24	Paseo de las Montanas Trail	50,000
25	Paseo del Norte Blvd. NW	4,435,000
26	Performing Arts and Education Center	2,900,000
27	Petroglyph Little League	140,000
28	Phil Chacon Park	127,690
29	Police Department Mobile Command Station Units	180,000
30	Princess Jeanne Streets	75,000
31	Programs Addressing Children's Exposure to Violence	75,000
32	Proton Beam Cancer Treatment Facility	2,450,000
33	Pueblo Alto Flood Mitigation	100,000

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	Quigley Park	150,000
2	Racing Exhibits	75,000
3	Rail Trail	25,000
4	Rail Yards Hazmat Mitigate and Corridor	50,000
5	Rail Yards Infrastructure and Turntable	475,000
6	Rail Yards Wheels Museum Track Repair	225,000
7	Redlands Park/West Mesa Little League	170,000
8	Roadrunner Little League	115,000
9	Ross Enchanted Park	50,000
10	Route 66 Centennial Celebration	50,000
11	Route 66 Visitor Center	245,000
12	San Antonio Oxbow Open Space	125,000
13	San Jose Neighborhood Sound Wall	100,000
14	San Jose Park Expand and Improve	150,000
15	San Pedro Library	151,490
16	Sawmill and Old Town Pedestrian Safety	525,000
17	Science Center and Children's Museum	2,223,114
18	Science Center and Children's Museum Stem Outreach	75,000
19	Sexual Assault Services-Albuquerque	75,000
20	Sexual Assault Services-Bernalillo County	75,000
21	Shooting Range Park	150,000
22	Singing Arrow Park	150,000
23	Six-Week Summer and Out-of-School Time Program	100,000
24	South Broadway Library	209,000
25	Southeast Albuquerque Asian Immigrant and Refugee Service	80,000
26	Southeast Area APD Facilities	1,500,000
27	Southwest Mesa Median Landscaping	50,000
28	Southwest Mesa Parks	20,000
29	Southwest Mesa Streetlights	50,000
30	Southwest Public Safety Center	2,985,000
31	Sports and Cultural Center	5,000,000
32	Steam Locomotive	200,000
33	Suicide Memorial	225,000

[Bracketed/Underscored Material] - New
[Bracketed/Strikethrough Material] - Deletion

1	Taylor Ranch Library	523,800
2	Teen and Youth Centers	425,000
3	Theatrical Equipment	510,000
4	Tony Hillerman Library Security System	100,000
5	Traditional Mexican and New Mexican	75,000
6	Tramway Blvd. Landscape	125,000
7	Transformative Investments in Affordable Housing	75,000
8	Unser Museum	450,000
9	Urban Indigenous People Services Contract	75,000
10	USS Albuquerque Park	50,000
11	USS Bullhead Memorial Park	200,000
12	Valley Area Police Station	150,000
13	Violence Intervention	125,000
14	Violence Intervention Program Lived Experience	80,000
15	Vista del Norte Park	150,000
16	Visual and Performing Arts	75,000
17	West Side Indoor Sports Complex	300,000
18	Westgate Community Center	260,000
19	Westside and Eastside Animal Shelters	1,480,001
20	Westside Animal Shelter	75,000
21	Westside Animal Shelter Atrisco Heritage High School	300,000
22	Westside Animal Shelter Kennels and Vet Clinic	355,000
23	Westside Food Programs	80,000
24	Wheels Museum Accessibility	197,450
25	Youth Programs Facility	1,091,490
26	Youth Services and Transitional Housing Facility	766,490
27	Youth Shelter	1,558,490
28	Youth Transitional Living Facility	175,000
29	Zia Little League Park	80,000
30	Section 7. That the City of Albuquerque hereby adopts the budget herein	
31	above described and respectfully requests approval from the State of New	
32	Mexico, Local Government Division of the Department of Finance and	
33	Administration.	

1 PASSED AND ADOPTED THIS 15th DAY OF May, 2023
2 BY A VOTE OF: 7 FOR 1 AGAINST.

3
4 Against: Lewis

5 Excused: Benton

6
7 

8
9 Pat Davis, President

10 City Council

11
12
13
14 APPROVED THIS 26 DAY OF May, 2023

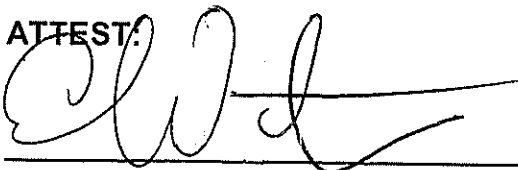
15
16
17 Bill No. C/S R-23-123

18
19 

20
21 Timothy M. Keller, Mayor

22 City of Albuquerque

23
24
25
26 ATTEST:

27 

28
29 Ethan Watson, City Clerk

CONTRACT CONTROL FORM

Contact: Marlene Chavez
Phone: 505-768-4469

Req. Num.:
Acct. Num. : 432032
Act. Num.: **7379080**
PRELIMINARY

CCN: 202500361

Type of Agreement: Intergovernmental

For Grants Only:
Indirect Costs for General Fund
Services
% _____
\$ _____

Description: FY24, DFA, Affordable housing unit construction. New agreement 23-H2785.
Dept/Div: Municipal Development/CIP

Vendor: New Mexico State, Department of Finance and Administration
Contract Amount: \$247,500.00 Receivable
Contract Total:

Contract Term: 11/11/2024 to: 06/30/2027
FY Aggregate: \$0.00
Date Submitted: 10/09/2024

PROCUREMENT:
WAIVERS REQUIRED:

RFP: No Waiver Letter Attached: _____ Approved: _____
Ins: Waiver Letter Attached: _____ Approved: _____

DRAFT CONTRACT:

Recd by Legal: _____ Rejected/Returned to Dept: _____ / _____
Returned to Legal: _____ / _____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE Attached: _____
Insurance Required: NONE Attached: _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:						
Asst. City Attorney:					<div><div>Initial</div><div>CW</div></div>	11/4/2024
CIP:					<div><div>DS</div><div>CM</div></div> <div><div>DS</div><div>CM</div></div>	10/22/2024
City Attorney:					<div><div>DS</div><div>U</div></div>	11/3/2024
CAO:					<div><div>DS</div><div>U</div></div>	11/4/2024
Department:					<div><div>DS</div><div>JT</div></div>	11/6/2024
Budget:						11/4/2024
Others: City Clerk					<div><div>DS</div><div>AS</div></div>	11/14/2024

8:32 AM MST
8:43 AM MD
3:27 PM MST
3:56 PM MST
11:24 AM MS
3:28 PM MST
11:33 PM MS

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF ALBUQUERQUE**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2023, Chapter 199, Section 28, Paragraph 31**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

23-H2785 \$250,000.00 APPROPRIATION REVERSION DATE: June 30, 2027

Laws of 2023, Chapter 199, Section 28, Paragraph 31, Forty Thousand (\$250,000.00), from the General Fund 93100 to plan, design and construct affordable housing units, including live-work and commercial spaces, in the area of 4th street NW and Fitzgerald road NW in Albuquerque in Bernalillo county;

The Grantee's total reimbursements shall not exceed Two Hundred Fifty Thousand \$250,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, Two Thousand Five Hundred \$2,500.00, which equals Two Hundred Forty-Seven Thousand Five Hundred \$247,500.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
 - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
 - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
 - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
 - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.
- Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF ALBUQUERQUE
Name: Dr. Samantha Sengel, EdD
Title: Chief Administrative Officer
Address: P.O. Box 1293, Albuquerque, NM 87103
Email: ssengel@cabq.gov
Telephone: 505-768-3000

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF ALBUQUERQUE
Name: Shawn M. Maden
Title: CIP Official
Address: P.O. Box 1293, Albuquerque, NM 87103
Email: smaden@cabq.gov
Telephone: 505-768-3616

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Lynda Martinez
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Lynda.Martinez@dfa.nm.gov
Telephone: 505-699-3971

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2027** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION**A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS**A. Database Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their 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 or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF ALBUQUERQUE** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF ALBUQUERQUE**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF**

ALBUQUERQUE or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF ALBUQUERQUE** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF ALBUQUERQUE may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF ALBUQUERQUE only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.


C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.


GRANTEE

City of Albuquerque

 11/4/2024 | 8:32 AM MST

Entity Name



 11/4/2024 | 3:56 PM MST

Signature of Official with Authority to Bind Grantee

By: Dr. Samantha Sengel
(Print Name)

Its: Chief Administrative Officer
(Title)

11/6/2024 | 11:24 AM MST

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION



By:

Its: Cabinet Secretary or Designee

11/11/2024

Date

**STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City, State, Zip
 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: _____
 C. AIPP Amount (If Applicable): _____
 D. Funds Requested to Date: _____
 E. Amount Requested this Payment: _____
 F. Reversion Amount (If Applicable): _____
 G. Grant Balance: _____
 H. Final Request for Payment (if Applicable) _____

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
 or **Fiscal Agent** (if applicable)

Grantee Representative

 Printed Name

Date: _____

 Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer Date

 Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.