

EC-20-135



Mayor Timothy M. Keller

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

INTER-OFFICE MEMORANDUM

July 8, 2020

TO: Patrick Davis, President, City Council

FROM: Timothy M. Keller, Mayor *R*

SUBJECT: Agreement with Albuquerque Housing Authority Utilizing Community Development Block Grant (CDBG) Funds in the Amount of One Million Six Hundred Thirty-Nine Thousand Six Hundred Fifty-Five Dollars and 88/100 to Complete the Roof Replacement Project for Public Housing Properties.

Approval is requested for a Second Supplemental with the Albuquerque Housing Authority in the amount of One Million Six Hundred Thirty-Nine Thousand Six Hundred Fifty-Five and 88/100 (\$1,639,655.88) of Community Development Block Grant (CDBG) funds. The Original Agreement is in the amount of Nine Hundred Ninety-Seven Thousand Three Hundred Fifty-Five Dollars and 88/100 (\$997,355.88). A First Supplemental Agreement was executed on May 5, 2020, to extend the time of performance for the Project. The additional funding will allow the Housing Authority to complete the roof removal and replacement of the Public Housing properties requested for the Program Year 2019 agreement.

This request is forwarded to the Council for consideration and approval.

Legislation Title: Agreement with Albuquerque Housing Authority Utilizing Community Development Block Grant (CDBG) Funds in the Amount of One Million Six Hundred Thirty-Nine Thousand Six Hundred Fifty-Five Dollars and 88/100 to Complete the Roof Replacement Project for Public Housing Properties.

Recommended:

Approved as to Legal Form:

 7/27/20

Sarita Nair Date
Chief Administrative Officer

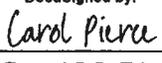
DocuSigned by:
Esteban A. Aguilar Jr. 7/17/2020 | 9:11 AM MDT
7961D99D046F4DB

Esteban Aguilar Date
City Attorney

^{DS}
PP

Recommended:

^{DS}
LA

DocuSigned by:
 7/9/2020 | 10:30 PM MDT

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

Cover Analysis

1. What is it?

This legislation is for the Council approval of an Agreement with Albuquerque Housing Authority utilizing Community Development Block Grant (CDBG) funds in the amount of One Million Six Hundred Thirty-Nine Thousand Six Hundred Fifty-Five Dollars and 88/100 to complete the implemerooof replacement project for public housing properties.

2. What will this piece of legislation do?

The Second Supplemental Agreement will approve an increase in funding of the Original Agreement from \$997,355.88 to \$1,639,655.88 in CDBG funds for Albuquerque Housing Authority's Program Year 2019 Roof Replacement Agreement. This will allow the Housing Authority to complete the removal and replacement of roofs on Public Housing properties that were proposed for the Program Year 2019 Agreement.

3. Why is this project needed?

The Roof Replacement Project will provide removal and replacement of older roofs on Public Housing Properties throughout the City, therefore, improving housing for low and moderate income persons.

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

The Original Agreement was funded with CDBG funds in the amount of \$997,355.88. The Second Supplemental Agreement will also be funded with CDBG funds and is allocating an additional \$642,300.00 to the Original Agreement amount. The additional allocation will bring the total funds for the Roof Replacement Project to \$1,639,655.88.

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

N/A

FISCAL IMPACT ANALYSIS

TITLE: Budget Revision with the US Department of Housing and Urban Development for the Albuquerque Housing Authority Community Development Block Grant 2021
 R: FUND: 205
 DEPT: Family & Community Services

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

	2020	Fiscal Years 2021		Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel				-
Operating Expenses				-
Property				-
Indirect Costs 14.20%				-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> Estimated revenues not affected				
<input checked="" type="checkbox"/> Estimated revenue impact				
Amount of Grant				-
Program Income				-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.
 * Range if not easily quantifiable.

Number of Positions created

COMMENTS: The total funding for the Albuquerque Housing Authority Public Housing Roof Replacement project is \$1,639,656. The funds have already been appropriated as follows: 2018 CDBG funds of \$997,356.00 for the AHA Public Housing Roof Replacement in Resolution R-18-36 and \$642,300.00 re-allocating funds from prior year projects specifically Minor Home Repair - EMHR appropriated in 2018 CDBG Action Plan, Resolution R-18-36 and DSA Disability Retrofit appropriated in 2019 CDBG Action Plan, Resolution R-2019-034.

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

The 2021 HUD Block Grant Action Plan provides funding for public facility and infrastructure improvements and a variety of public services including housing, homeless, public facilities improvement and economic development programs serving mainly low-income residents.

PREPARED BY: ANNA M. LUJAN APPROVED: CAROL M. PIERCE
DocuSigned by: Carol Pierce 7/9/2020 | 10:30 PM MDT
 FISCAL MANAGER (date) DIRECTOR (date)

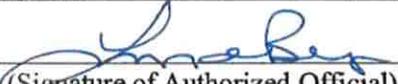
REVIEWED BY:

EXECUTIVE BUDGET ANALYST 7/10/2020 | 11:34 AM MDT
 BUDGET OFFICER (date) 7/10/2020 | 11:44 AM MDT
 CITY ECONOMIST 7/13/2020 | 11:02 AM MDT

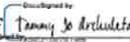
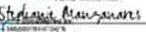
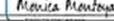
City of Albuquerque
Department of Family and Community Services
FIN #3: Request for Budget Revision (Part A)

1. Agency Name and Mailing Address Albuquerque Housing Authority 1840 University Blvd SE Albuquerque, NM 87106		2. Telephone Number (505) 764-3925
3. Project Title AHA Public Housing Roof Replacement	4. Contract Number (505) 764-3925	5. Budget Revision Number 1

6. Expenditure Category	Approved Budget	Revised Amount <Decrease>Increase	Proposed Revised Budget
Salaries and Wages			
Payroll Taxes & Employee Benefits			
Total Personnel Costs			
Contractual Services			
Audit Costs			
Consumable Supplies			
Telephone			
Postage and Shipping			
Occupancy: Rent			
Occupancy: Utilities			
Occupancy: Other			
Equipment Lease			
Equipment Maintenance			
Printing and Publications			
Travel: Local			
Travel: Out-of-Town			
Conferences, Meetings			
Direct Assistance/Beneficiaries			
Membership Dues			
Equipment, Land and Buildings	\$997,355.88	\$642,300.00	\$1,639,655.88
Insurance			
Fuel and Vehicle Maintenance			
Total Operating			
Total Direct Costs (Personnel & Operating)			
Indirect Costs			
Total Project Expenses	\$997,355.88	\$642,300.00	\$1,639,655.88

Submitted by:  Date 6-24-2020
 (Signature of Authorized Official)

Note: The Request for Budget Revision must be signed and dated by an authorized official of the agency. If the proposed revision includes changes to personnel, APP #4: Project Budget Detail Form- Personnel, must be attached. All requests for budget revision must also include FIN #4: Request for Budget Revision (Part B-Narrative).

For Department Use Only	
Recommended by Program Staff <u></u>	Date _____
Reviewed by Fiscal Officer <u></u>	Date _____
Approved by Fiscal Manager <u></u>	Date _____
Approved by Division Manager <u></u>	Date _____

Certificate Of Completion

Envelope Id: 001D23D87F454D27839613F08BA932A6	Status: Completed
Subject: Please DocuSign: Budget Revision - AHA Roof Replacement Project	
Source Envelope:	
Document Pages: 1	Signatures: 4
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tammy Jo Archuleta
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	One Civic Plaza NWNM Adm C/C Rm 7057
	Albuquerque, NM 87102
	tjarchuleta@cabq.gov
	IP Address: 76.18.90.108

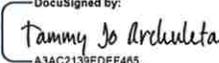
Record Tracking

Status: Original	Holder: Tammy Jo Archuleta	Location: DocuSign
6/11/2020 12:18:35 PM	tjarchuleta@cabq.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Albuquerque	Location: DocuSign

Signer Events

Tammy Jo Archuleta
tjarchuleta@cabq.gov
Planner
City of Albuquerque
Security Level: Email, Account Authentication (None)

Signature

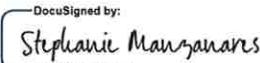
DocuSigned by:

A3AC2139EDEF465...
Signature Adoption: Pre-selected Style
Using IP Address: 76.18.90.108

Timestamp

Sent: 6/11/2020 12:34:56 PM
Viewed: 6/11/2020 12:35:19 PM
Signed: 6/11/2020 12:35:48 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

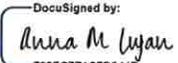
Stephanie Manzanares
smanzanares@cabq.gov
Senior Principal Accountant
City of Albuquerque
Security Level: Email, Account Authentication (None)

DocuSigned by:

346A997644FB4F5...
Signature Adoption: Pre-selected Style
Using IP Address: 143.120.115.186

Sent: 6/11/2020 12:35:49 PM
Viewed: 6/11/2020 1:43:48 PM
Signed: 6/11/2020 1:45:07 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

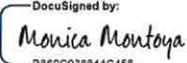
Anna M Lujan
amlujan@cabq.gov
Fiscal Manager
City of Albuquerque
Security Level: Email, Account Authentication (None)

DocuSigned by:

703FC7E1C7D644D...
Signature Adoption: Pre-selected Style
Using IP Address: 98.32.38.87

Sent: 6/11/2020 1:45:09 PM
Viewed: 6/11/2020 1:46:38 PM
Signed: 6/11/2020 1:46:49 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Monica Montoya
mtmontoya@cabq.gov
Comm Svcs Division Mgr
City of Albuquerque
Security Level: Email, Account Authentication (None)

DocuSigned by:

B869C938644C456...
Signature Adoption: Pre-selected Style
Using IP Address: 73.98.55.131

Sent: 6/11/2020 1:46:52 PM
Viewed: 6/11/2020 1:47:48 PM
Signed: 6/11/2020 1:48:07 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

FIRST SUPPLEMENTAL AGREEMENT
TO
SUB-RECIPIENT AGREEMENT
TO PROVIDE CDBG PROGRAM
CCN#

THIS FIRST SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of 5/3/2020, 2020, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereafter referred to as the "City"), and **Albuquerque Housing Authority, 1840 University Blvd. SE, Albuquerque, NM 87106**, a New Mexico public body corporate politic (hereafter referred to as the "Sub-Recipient").

RECITALS

WHEREAS, the City and the Sub-Recipient entered into an Agreement dated October 24, 2019, hereafter referred to as the "Original Agreement," whereby the Sub-Recipient agreed to provide certain services to the City; and

WHEREAS, the City and the Sub-recipient have agreed that an extension of the time of performance is necessary; and

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

1. Section 2 of the Original Agreement is hereby amended to read as follows:

Time of Performance: Services of the Sub-Recipient designated herein are to commence July 1, 2019, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by March 31, 2021. The parties acknowledge in the event of a delay in executing this Agreement, it is the intent and explicit agreement of the parties that all of the terms and conditions of this Agreement are applicable continuously commencing on July 1, 2019.

2. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, epidemics, quarantine restrictions, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or

AHA Roof Replacement
PY2019
1st Supplemental

permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

3. Except as herein expressly amended, the terms and conditions of the Original 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 and this First Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.
4. This Agreement shall not become effective or binding until approved by the highest authority required by the City under this Agreement.

SIGNATURES ON NEXT PAGE

AHA Roof Replacement
PY2019
1st Supplemental

IN WITNESS WHEREOF, the City and the Sub-Recipient have executed this First Supplemental Agreement as of the date first above written.

CITY OF ALBUQUERQUE

ALBUQUERUE HOUSING AUTHORITY:

DS
EAJ

Approved By:

Approved By:

DocuSigned by:
Sarita Nair
27F078F4A4E944D...
Sarita Nair
Chief Administrative Officer

Signature: [Handwritten Signature]

Name: Linda Budge

Date: 5/3/2020

Title: Executive Director

Date: 4-15-2020

DS
PP

DocuSigned by:
Carol Pierce
72F4E134004641B...
Carol M. Pierce, Director
Department of Family and Community
Services

Date: 5/1/2020

AHA Roof Replacement
PY2019
1st Supplemental

D

CCW 202000381

SUB-RECIPIENT AGREEMENT
TO PROVIDE CDBG PROGRAM

THIS SUB-RECIPIENT AGREEMENT is made and entered into this 24 day of October, 2019 (hereinafter referred to as the "Agreement"), by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and **Albuquerque Housing Authority, 1840 University Blvd. SE, Albuquerque, NM 87106**, a New Mexico public body corporate politic (hereinafter referred to as the "Sub-Recipient").

RECITALS

WHEREAS, the City is the grantee of a Community Development Block Grant (CDBG) award Federal Award Identification Number **B-19-MC-35-0001**, from the U.S. Department of Housing and Urban Development (HUD), dated **July 24, 2019**, **B-18-MC-35-0001** dated **August 22, 2018**, **B-17-MC-35-0001** dated **October 19, 2017**, and **B-16-MC-35-0001** dated **December 2, 2016**, which will be used to fund this Agreement; and

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

WHEREAS, the City has appropriated Community Development Block Grant funds ("CDBG Funds") for this purpose through adoption of the 2019 Action Plan, **Resolution No. R-19-149**; and

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

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

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

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

WHEREAS, should a delay in final execution of the contract occur, work on the contract may begin prior to the final execution of the Agreement; and

WHEREAS, the City and the Sub-Recipient wish to ratify all actions taken by the parties from July 1, 2019 to the date of execution of this Agreement.

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

1. Scope of Service:

- A. Sub-recipient Agreement is a Sub-award: This Agreement constitutes a sub-award of a portion of a certain federal Community Development Block Grant award made by the U.S. Department of Housing and Urban Development to the City of Albuquerque as grantee, and in turn from the City to the Sub-recipient. Certain information pertaining to this federal award is required to be included as a part of this Agreement pursuant to 2 CFR §200.331, and is set forth on Attachment A hereto.
- B. Services: The services to be provided by Sub-Recipient under this agreement shall consist of the following: Sub-Recipient will be responsible for administering a CDBG Program Year 2019 **Public Housing Roof Replacement Project** in a manner satisfactory to the City, in compliance with the requirements of this Agreement, and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant program as set forth on Attachment B.
- C. National Objectives: All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: (1) benefit low and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR §570.208.
- D. Levels of Accomplishment – Goals and Performance Measures: The levels of accomplishment may include such measures as number of units rehabilitated, persons or households assisted, or meals served, and including time frames for performance, as set forth on Attachment B.
- E. Performance Monitoring: The City will monitor the performance of the Sub-Recipient against goals and performance standards as stated above. Sub-recipient's failure to perform the specific activities and tasks identified in this Scope of Service, to comply with the work plan on file with the City, or to comply with any provisions of this Agreement shall constitute substandard performance and will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

2. Time of Performance: Services of the Sub-Recipient designated herein are to commence July 1, 2019, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by June 30, 2020. The parties acknowledge in the event of a delay in executing this Agreement, it is the intent and

explicit agreement of the parties that all of the terms and conditions of this Agreement are applicable continuously commencing on July 1, 2019.

3. Compensation and Method of Payment:

- A. Maximum Compensation: For performing the Services specified in Section 1 of this Agreement, the City agrees to pay the Sub-Recipient a total amount not to exceed **NINE HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED FIFTY-FIVE AND 88/100 (\$997,355.88)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Sub-Recipient's Services under this Agreement, including all expenditures made and expenses incurred by the Sub-Recipient in performing the Services as set forth in the Budget in Attachment C hereto.
- B. Funding Source and Cost Allocation: If more than one funding source is used, a separate budget for each funding source is required. If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the City for approvals, in a form specified by the City.
- C. Method of Payment:
- (1) The City agrees to pay such sum to the Sub-Recipient on a cost reimbursement basis at no more than bi-weekly but no less than quarterly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement and Attachment C shall be reimbursed. The City shall withhold reimbursement to the Sub-Recipient for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Sub-Recipient is in full compliance with all the terms of this Agreement. Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 2 CFR §200.302.
 - (2) All requisitions for payment submitted by the Sub-Recipient must be supported by documentation of Services provided in the Sub-Recipient's files. Sub-Recipient shall supply such additional documentation as the City may require.
 - (3) Checks issued by the Sub-Recipient to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.

- (4) The funds received by the Sub-Recipient under this Agreement shall be spent by the Sub-Recipient within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Sub-Recipient funds have already been spent.
- D. Program Income: For the purposes of this Agreement, "Program Income" means gross income, including interest earned on City Funds, or received by the Sub-Recipient which is directly generated from the use of City Funds. When Program Income is generated by an activity that is only partially assisted with City Funds, the Program Income shall be prorated to reflect the percentage of said funds. Program Income received may be retained by the Sub-Recipient and will be used for the purposes specified in the Goals and Objectives and Scope of Services of this Agreement and is subject to the same rules and regulations of this Agreement. Any Program Income on hand when the Agreement expires or is terminated as provided herein or received after the Agreement's expiration, shall be paid to the City.
4. Budget Revisions: The Sub-Recipient shall inform the City of any "line item" revisions to the Budget set forth in Attachment C, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
5. References to Federal Regulations: The federal regulations which the City and Sub-Recipient are required to follow are found under the Code of Federal Regulations (CFR). Citations to the CFR in this Agreement are by the number of the CFR title followed by either the Part number or Section number in that particular title (e.g., 24 CFR Part 570; 24 CFR §570.502). The complete text of any regulation cited in this Agreement may be accessed under the electronic Code of Federal Regulations maintained by the U.S. Government Printing Office website at ecfr.gov. It is the responsibility of the Sub-Recipient to read and comply with the requirements of all federal regulations cited in this Agreement as well as citations and references contained within the body of those regulations.
6. References to State and Local Laws: The state statutes which the City and Sub-Recipient are required to follow are found under the New Mexico Statutes Annotated, 1978 Compilation. Citations in this Agreement are to the number of the chapter followed by the article number and section number (e.g., NMSA 1978 §28-1-2). The complete text of any statute cited in this Agreement may be accessed electronically at the New Mexico Compilation Commission website. Citations to City ordinances are also to the number of the chapter, followed by the article number part number (if applicable) and section number under the Revised Ordinances of Albuquerque, 1994 compilation (e.g. §5-5-19 ROA 1994) The complete text of any ordinance cited in this Agreement may be accessed electronically at the City of Albuquerque website.

7. Fiscal Agent, Purchasing Agent, and Personnel Agent:
 - A. The Sub-Recipient shall serve as its own fiscal agent, purchasing agent, and personnel agent.
 - B. The Sub-Recipient shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.
8. Performance Monitoring: City will monitor the performance of the Sub-Recipient against goals and performance standards as stated above. The Sub-Recipient will provide such assistance and information as required by staff of the City's Department of Family and Community Services to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that the City's Department of Family and Community Services staff, at its discretion, will perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged. Sub-recipient's failure to perform the specific activities and tasks identified in this Scope of Service, to comply with the work plan on file with the City, or to comply with any provisions of this Agreement shall constitute substandard performance and will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.
9. Restrictions on Use of Funds:
 - A. The funds provided are subject to the CDBG Regulations found under 24 CFR Part 570.
 - B. The funds provided are subject to the federal government's Office of Management and Budget regulations under 2 CFR Part 200 that provide uniform grant guidance on the use of these funds and the responsibilities of the Sub-Recipient.
 - C. The Sub-Recipient must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting (2 CFR §200.302).
 - D. The federal funding in this Agreement shall not be used if there is another source of federal funding for the activities provided hereunder by the Sub-Recipient, unless there is written approval by each of the federal agencies who provide the particular grant awards.
10. Reversion of Assets: Upon the expiration of this Agreement, the Sub-Recipient shall transfer to the City any federally appropriated funds provided by the City to Sub-

Recipient City Funds on hand at the time of expiration and any accounts receivable attributed to the use of City Funds, as provided under 24 CFR §570.502, §570.503, §570.505. Furthermore, upon the expiration of this Agreement, the Sub-Recipient shall transfer to the City any City Funds on hand at the time of expiration and any accounts receivable attributed to the use of City Funds appropriated for this Agreement. The Sub-Recipient shall ensure that any property that was acquired or improved in whole or in part with federal or City Funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section of the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended.

11. Special Provisions: The availability of federal funds for the activities covered by the "Scope of Services" outlined herein and for performance of this Agreement, depends solely on the provision of said funds to the City by the U.S. Department of Housing and Urban Development. The City assumes the responsibility for payment of the compensation due to the Sub-Recipient under Section 4 of this Agreement, only to the extent funds for such compensation are made available to the City by HUD.
12. Independent Contractor:
 - A. Neither the Sub-Recipient nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Sub-Recipient is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
 - B. The Sub-Recipient further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
 - C. Pursuant to 2 CFR Part 182, the Sub-Recipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug-Free Workplace Act of 1988" (P.L. 100-690) and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.
13. Personnel:
 - A. The Sub-Recipient represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. Personnel salaries, benefits and other related costs may be paid for from City Funds as authorized in the City Budgets attached hereto.

- B. All the Services required hereunder will be performed by the Sub-Recipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
 - C. None of the work or the Services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement, and shall be further subject to the provisions of 2 CFR §200.318 through §200.326 governing procurement.
 - D. The Sub-Recipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Sub-Recipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.
 - E. If the Services under this Agreement require the Sub-Recipient to work with or be in proximity to children or other vulnerable populations, the Sub-Recipient will comply with all applicable requirements contained in the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended from time to time.
 - F. Sub-Recipient will abide by the provisions of 2 CFR §200.420 through §200.475, which provide general provisions for select items of cost, including compensation and fringe benefits for personal service.
14. Liability: Each Party will be solely responsible for liability arising from personal injury or damage to persons or property proximately caused by its employees, agents, and contractors acting within the scope of this Agreement. The liability of the Parties shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act §41-4-1 et seq. NMSA 1978 as amended. No provision of this Agreement establishes any waiver of immunity for alleged tortious conduct of any employee of any Party arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, et seq.
15. Insurance: The Sub-Recipient shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Sub-Recipient or its agents. Before commencing the Services, and on the renewal of all coverages, the Sub-Recipient shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque,

P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

- A. Commercial General Liability Insurance: A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire – Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Sub-Recipient and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- B. Automobile Liability Insurance: An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

- C. Workers' Compensation Insurance: Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

- D. Increased Limits: If, during the term of this Agreement, the City requires the Sub-Recipient to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Sub-Recipient's compensation will be made.

16. Other Attachments: The Sub-Recipient must have on file with the City current copies of:

- A. its certificate of nonprofit incorporation;
- B. the Sub-Recipient's articles of incorporation approved by the New Mexico Secretary of State Corporations Bureau;
- C. a copy of the Sub-Recipient's corporate bylaws;
- D. any license applicable to the Sub-Recipient's proposed activities;

- E. a listing of the current governing board members;
 - F. a current organizational chart;
 - G. the Sub-Recipient's written personnel policies;
 - H. the Sub-Recipient's written accounting policies and procedures;
 - I. the Sub-Recipient's written procurement policies and procedures; and
 - J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
 - (1) the major tasks or activities to be performed under this Agreement;
 - (2) the measurable objectives for each task; and
 - (3) the time frame within which the tasks will be accomplished.
17. Representations in Proposal/ Application: The City has relied on all representations in the Sub-Recipient's proposal/application for Program Year 2019, in awarding this contract and the Sub-Recipient warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Sub-Recipient shall owe all amounts paid to it as liquidated damages.
18. Notices, Addresses: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Sub-Recipient.

For the City, notices may be sent to:

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

or for hand delivery:

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

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

19. Required Assurances: This Agreement will be funded with Community Development Block Grant (CDBG) Program funds through a grant from the U.S. Department of Housing and Urban Development to the City. The CDBG Program is governed by the provisions of specific federal laws and rules, regulations and policies to implement those laws, to which the provisions of this Agreement are subject. During the performance of this Agreement, the Sub-Recipient shall comply with the provisions and assurances set forth in this Agreement, and to such additional assurances set forth in Attachment D, to the extent that such assurances are applicable to the Services provided by Sub-Recipient and not otherwise provided for in the body of this Agreement.

A. Compliance with Civil Rights Laws and Executive Orders:

- (1) The Sub-Recipient will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to: Section 3 of the Housing and Urban Development Act of 1968, Sections 103 and 109 of the Housing and Community Development Act of 1974, as amended, Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, Sections 502, 503, 504 and 505 of the Rehabilitation Act of 1973, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, the Vietnam Era Veterans Readjustment Act of 1974, the 1986 U.S. Immigration Reform and Control Act, Americans With Disabilities Act of 1990, Executive Order 11063 of 1962 and Executive Order 11246 of 1965, as amended, and the Nontraditional Employment for Women Act of 1991. In addition, the Sub-Recipient will comply with the New Mexico Human Rights Act (NMSA 1978 §28-1-1 et seq.) and the City of Albuquerque Human Rights Ordinance (ROA 1994 §11-3-1 et seq.).
- (2) The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
- (3) The Sub-Recipient will make reasonable accommodation to the known physical or mental handicap or disability of an otherwise qualified employee or applicant for employment.
- (4) The Sub-Recipient will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Sub-Recipient's employees are assigned to work.

- (5) 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, gender, sexual preference, sexual orientation, age, national origin or ancestry, or physical or mental handicap or disability.
- B. Use of Funds for Sectarian Religious Purposes: The Sub-Recipient covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
- (1) there will be no religious test for admission for services;
 - (2) there will be no requirement for attendance at religious services;
 - (3) there will be no inquiry as to a client's religious preference or affiliation;
 - (4) there will be no proselytizing; and
 - (5) Services provided will be essentially secular.
- C. Lobbying: The Sub-Recipient understands that utilization of any federally appropriated funds provided to the Sub-Recipient by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Sub-Recipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. *See Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended, for certifications and applicable rules.
- D. Accountability in Government: The Sub-Recipient understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* and Inspector General Ordinance, §2-10-1 *et seq.* and Inspector General Ordinance, §2-17-1 *et seq.* ROA 1994.
- E. No Collusion: The Sub-Recipient covenants and warrants that this Agreement is entered into by the Sub-Recipient without collusion on the part of the Sub-Recipient with any person or firm, without fraud and in good faith. The Sub-Recipient also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Sub-Recipient or any agent or representative of the Sub-Recipient to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

- F. Small, Minority, and Women’s Business: The Sub-Recipient will use its best effort to afford small businesses, minority business, enterprises, women’s business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in the Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. §632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- G. Recognition of Support: The Sub-Recipient shall insure recognition of the role of the City (Grantee) and HUD (Grantor) in providing Services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made available under this Agreement.

20. Reports and Information:

- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the Department of Family and Community Services of the City of Albuquerque, such statements, records, data and information as the appropriate funding entity or the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Sub-Recipient will not release any information concerning any work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.
- B. The Sub-Recipient will provide to the Department of Family and Community Services cumulative quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting quarter, and shall be in accordance with City of Albuquerque reporting instructions.
- C. The Sub-Recipient will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.

21. Open Meetings Requirements: Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an

elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1, *et seq.*, ROA 1994, Public Interest Organizations. The Sub-Recipient agrees to comply with all such requirements, if applicable.

22. Active Board:

- A. The non-profit Sub-Recipient must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
- B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.

23. Debarment, Suspension, Ineligibility and Exclusion Compliance: Pursuant to the provisions of 2 CFR Part 180:

- A. The Sub-Recipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.
- B. The Sub-Recipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Sub-Recipient, the Sub-Recipient will notify the City immediately.
- C. The Sub-Recipient as well as all subcontractors must register with System for Award Management (SAM), <https://www.sam.gov.gov/PORTAL/SAM> in order to provide the City with documentation that neither the Sub-Recipient nor any of its subcontractors have not been federally debarred or suspended. The documentation for the Sub-Recipient and all subcontractors must be on file in order to receive federal funds.
- D. The Sub-Recipient shall verify and document that construction contractors report accurate license numbers for all new sub-contractors used in the federally funded projects and that these NM state numbers are checked against existing state and federal debarment listings.

24. Establishment and Maintenance of Records: Records shall be maintained in accordance with requirements (if any) prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the Department of Family and Community Services of the City, such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement.

25. Audits and Inspections:

- A. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Sub-Recipient's records with respect to all matters covered by this Agreement. The Sub-Recipient shall permit the City and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
 - B. (1) Pursuant to 2 CFR §200.501(a), Sub-Recipients who expend \$750,000 or more of federal funds during the year shall have an audit conducted in accordance with Subpart F and the Compliance Supplement to 2 CFR Part 200 (Appendix XI). The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement.

(2) Sub-Recipients who are exempt from federal audit requirement under 2 CFR §200.501(d), but who receive \$25,000 or more in funding from the City, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.
26. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of the City, month and year of the preparation, name of the Sub-Recipient and descriptive title.
28. Conflict of Interest:
- A. In the procurement of supplies, equipment, construction and services by the Sub-Recipient, the conflict of interest provisions in 2 C.F.R. §200.318 shall apply.
 - B. In all cases not governed by 2 CFR §200.318, the provisions of 24 CFR §570.611 shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its sub-recipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants,

loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, §570.204, §570.455, or §570.703(i)).

- C. No member, officer, or employee of the Sub-Recipient, or any other persons who exercises any functions or responsibilities with respect to the programs of the Sub-Recipient during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Sub-Recipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section (§5-5-22 ROA 1994).
29. Compliance with Laws: In performing the Services required hereunder, the Sub-Recipient shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Sub-Recipient shall comply with the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended from time to time, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement.
30. Assignability: The Sub-Recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the City thereto.
31. Termination for Cause:
- A. If, through any cause, the Sub-Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Sub-Recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-Recipient of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Sub-Recipient under this Agreement shall, at the option of the City, become its property, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, the Sub-Recipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Sub-Recipient, and the City may withhold any payments to the Sub-Recipient for the purposes of set-off until such time as the exact amount of damages due the City from the Sub-Recipient is determined.
- C. In accordance with 2 CFR §200.338, the City may suspend or terminate this Agreement if the Sub-Recipient materially fails to comply with any terms of this

Agreement, which include, but not limited to, failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time; failure, for any reason, of the Sub-Recipient to fulfill in a timely manner and proper manner its obligations under this Agreement; ineffective or improper use of funds provided under this Agreement; and submission by the Sub-Recipient to the City reports that are incorrect or incomplete in any material respect.

32. Termination for convenience by the City: The City may terminate this Agreement without cause at any time for convenience by giving at least forty-five (45) days' notice in writing to the Sub-Recipient. If the Sub-Recipient is terminated by the City as provided herein, the Sub-Recipient will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Sub-Recipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Sub-Recipient, the preceding Section hereof relative to termination shall apply.
33. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
34. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
35. Amendment to Agreement: Amendments to this Agreement shall be incorporated in written Supplemental Agreements to this Agreement and shall be signed by both parties.
36. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque, in addition to federal laws and regulations which apply to this Agreement.
37. Forum Selection: Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.
38. Ethics and Campaign Practices: The Sub-Recipient agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") or the City of Albuquerque's Inspector General with any records or information pertaining in any manner to this Agreement whenever such records or information are within the Sub-Recipient's custody, are germane to an investigation authorized by the Board and are

requested by the Board. The Sub-Recipient further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The Sub-Recipient agrees to require that all subcontractors or sub-consultants employed by the Sub-Recipient for any of the Services performed under the terms of this Agreement shall agree in writing to comply with the provisions of this Section. The Sub-Recipient and its sub-consultants or subcontractors shall not be compensated for its time or any costs it incurs in complying with the requirements of this Section.

39. Approval Required: This Agreement shall not become effective or binding until signed by the highest approval authority required by the City under this Agreement.

IN WITNESS WHEREOF, the City and the Sub-Recipient have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

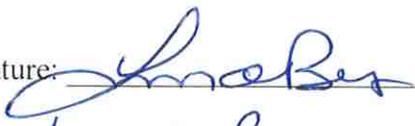
ALBUQUERQUE HOUSING AUTHORITY:
(Signature below must be that of a board member authorized to bind the corporation).

Approved By:

Approved By:



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

Signature: 

Name: Linda Bridge
Title: Executive Director

Date: 10/3/19

Date: 9-26-2019



Sarita Nair
Chief Administrative Officer

Date: 10/24/19

JP
10/17/2019

ATTACHMENT A

INFORMATION REQUIRED PURSUANT TO 2 CFR §200.331

Requirements for Pass-Through Entities	
Federal Award Identification	Community Development Block Grant
Subrecipient Name	Albuquerque Housing Authority
Subrecipient's Unique Entity Number (DUNS)	9607825220000
Federal Award Identification Number (FAIN)	B-19-MC-35-0001
Federal Award Date of Award to the Recipient by the Federal Agency	TBD
Subaward Period of Performance Start and End Date	Start Date: 7/1/2019 End Date: 6/30/2019
Amount of Federal Funds Obligated by this action by the Pass-Through Entity to the Subrecipient	\$997,355.88
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current obligation	\$1,919,914.94
Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity	\$997,355.88
Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Provide roof replacement on approximately 150 Public Housing units at 13 sites.
Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
Name of Pass-Through Entity	City of Albuquerque, New Mexico
Contact Information for Awarding Official of the Pass-Through Entity	Carol M. Pierce, Director Department of Family and Community Services P.O. Box 400 Marquette Avenue 5 th Floor, Room 504 Albuquerque, N.M. 505-768-2860 Email address: cpierce@cabq.gov

CFDA Number and Name; the Pass-Through Entity must identify the Dollar Amount made available under each Federal Award and the CFDA Number at Time of Disbursement	CDBG 14.218 2019 – \$309,790.00 2018 - \$357,928.44 2017 - \$80,460.29 2016 - \$249,177.15
Identification of whether the Award is R & D	N/A
Indirect Cost Rate for the Federal Award	\$N/A
Contact Information for Subrecipient, including name(s) and title(s) of appropriate persons in Subrecipient’s organization; mailing address for notices to Subrecipient; telephone number(s) and email addresses.	Linda Bridge, Executive Director 1840 University Blvd. SE Albuquerque, NM 87106 505-764-3920 lbridge@abqha.org

ATTACHMENT B
CDBG PROGRAM YEAR 2019
SCOPE OF SERVICES

A. Goals and Objectives:

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

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

The Contractor will meet the National Objective of benefiting low and moderate income housing as the funding will be used to improve residential structures occupied by low to moderate income persons.

2. Local Objectives:
 - a. To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
 - b. To increase housing stability of low and moderate income households by repairing the roofs in Albuquerque Housing Authority housing units.

B. Scope of Services: The Sub-Recipient shall be responsible for administering a **CDBG Program Year 2019 Public Housing Roof Replacement Program** in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

1. Service Activities and Outputs:
 - a. Complete the process of federally procuring roof contractor(s) in accordance with 24 CFR Part 570, 2 CFR Part 200 and City adopted procurement standards.
 - b. AHA shall submit all procurement documentation to the Department of Family and Community Services to verify that procurement of contractor(s) is in compliance with all federal requirements.
 - c. AHA will ensure that the Contractor and all subcontractors are not federally debarred at <https://www.sam.gov/SAM/> prior to the commencement of construction.
 - d. Complete the removal of existing roofs and replace the roofs on approximately 150 public housing units of tenants at or below 80% AMI,

located at approximately 16 sites. The sites are as follows: 12th and Menaul, 60th St., Barelás, Chelwood, City View, Comanche, Don Gabal, Grove, Harper, La Plata, LaFayette, Los Altos, Morris, Pennsylvania, Sunset Garden and Veranda. Specific address locations can be found on the list on Attachment E.

- e. The Housing Authority shall demonstrate to the City that the National Objective of Low-Moderate Income Housing is met for a period of five (5) years following the completion of the rehabilitation. If the City in its reasonable discretion, determines that the Housing Authority has not demonstrated the National Objective being met, then the City shall require repayment of all funds paid to the Housing Authority through this Agreement along with this Attachment B. Sections 1, 8, 9, 14, 15, 16, 19, 20. A., 20. C., 21, 22, 23, 24, 25, 28, 29, and 30 of this Agreement shall survive the expiration or earlier termination of this Agreement.
 - f. The Housing Authority shall ensure that tenants are income qualified by utilizing the Part 5 Income Method.
3. Service Outcomes/Performance Measures: Preserve approximately 150 units of affordable housing for low to moderate income Albuquerque residents.
 4. Service Implementation and Reporting: The Sub- Recipient shall:
 - a. Submit Quarterly Reports by the 15th day of the end of each quarter.
 - b. Monitor contractors and subcontractors to ensure compliance with Davis Bacon and Related Acts (DBRA), which shall include, but not be limited to: 1) Ensuring contractors and subcontractors pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits as determined by the appropriate Davis Bacon wage determination; 2) Submitting a list of all subcontractor contact information and award amounts to the City prior to construction; 3) Submitting a construction schedule to the City upon Notice to Proceed to the contractor; 4) Accepting and receiving weekly certified payrolls for contractor and all subcontractors to ensure DBRA compliance; 5) Coordinating interviews with laborers and mechanics on the jobsite, and 6) Submitting documentation to the City on a quarterly basis showing acceptable monitoring and review by the Contractor to ensure DBRA compliance.
 - c. Comply with and ensure subcontractors comply with Section 3 Policies, submit a list of all subcontractor contact information prior to construction start, submit a cumulative HUD Form 60002, along with copies of each contractor's and subcontractor's HUD Form 60002, by July 15, 2020, and submit any additional Section 3 reports requested by the City upon project completion.
 - d. Submit a HUD Form 2516 with all appropriate and accurate documentation on each subcontractor by October 15, 2019 (reporting period is October 1, 2018 through September 30, 2019 and at project closeout (reporting period is from previous report to closeout date).

ATTACHMENT C

City of Albuquerque
 Department of Family and Community Services
 APP #2: Expense Summary Form

1. Applicant Agency: Albuquerque Housing Authority

2. Project Title: AHA Public Housing Roof Replacement

Expenditure Category	Program Total	City Funding Requested	Percent Requested
Personnel Costs			
Salaries & Wages			
Payroll Taxes and Employee Benefits			
Total Personnel Costs			
Operating Costs - Direct			
Contractual Services			
Audit Costs			
Consumable Supplies			
Telephone			
Postage and Shipping			
Occupancy			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease			
Equipment Maintenance			
Printing & Publications			
Travel			
a. Local Travel			
b. Out of Town Travel			
Conferences, Meetings, Etc.			
Direct Assistance to Beneficiaries			
Membership Dues			
Equipment, Land, Buildings	\$997,355.88	\$997,355.88	100%
Insurance			
Total Operating Costs	\$997,355.88	\$997,355.88	100%
Total Direct Costs (Personnel & Operating)	\$997,355.88	\$997,355.88	100%
Indirect Costs (_____ %; attach Rate Letter)			
TOTAL PROGRAM EXPENSES	\$997,355.88	\$997,355.88	100%

Handwritten: ✓
7/23/14

City of Albuquerque
 Department of Family and Community Services
 APP #6: Budget Detail Form: Projected Drawdown Schedule

1. Applicant Agency: Albuquerque Housing Authority

2. Proposal Title: AHA Public Housing Roof Replacement

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

Quarter Ending	Amount to be Requested	Percent of Total
9/30/2019	\$100,000	10%
12/31/2019	\$500,000	50%
3/31/2020	\$397,355.88	40%

Explanation if any projected drawdowns exceed 25% of the total requested funds:
 If the contract is executed in July, pay applications will begin to be processed in August/September. The bulk of the pay applications will be processed in the 2nd and 3rd quarters.


 1/22/19

ATTACHMENT D

COMPLIANCE WITH TITLE 2 CFR PART 200 (APPENDIX II) AND WITH TITLE 24 CFR §570.600- §570.615

To the extent applicable, Contractor shall be required to comply with the above referenced additional federal requirements under Appendix II to Title 2 CFR Part 200 [**PART 1 below**], and of Title 24, CFR Subpart K (24 CFR §570.600 - §570.615) [**PART 2 below**], the texts of which are set forth below.

PART 1

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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, 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must 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 subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—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).

(H) 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.

(I) 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.

(J) See §200.322 Procurement of recovered materials.

PART 2

§570.600 General.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in §570.405 and §570.440 with the exception of §570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see §570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's AFH conducted in accordance with the requirements of 24 CFR 5.150 through 5.180 and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

§570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

§570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

§570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decisionmaking, and action responsibilities by execution of grant agreements with the Secretary.

§570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term “*displaced person*” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the “initiation of negotiations” if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term “*displaced person*” does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term “*initiation of negotiations*” means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential antidisplacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) *Responsibility of grantee or State.* (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

§570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

§570.608 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

The requirements set forth in 24 CFR part 5 apply to this program.

§570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.

The recipient, its agencies or instrumentalities, and subrecipients shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at §570.502.

§570.611 Conflict of interest.

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a

financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

§570.612 Executive Order 12372.

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) *Applicability.* Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

§570.613 Eligibility restrictions for certain resident aliens.

(a) *Restriction.* Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

(b) *Covered activities.* "Covered activities" under this section means activities meeting the requirements of §570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) *Limitation on coverage.* The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(d) *Compliance.* Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

(e) *Programs affected.* (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

§570.615 Housing counseling.

Housing counseling, as defined in 24 CFR 5.100, that is funded with or provided in connection with CDBG funds must be carried out in accordance with 24 CFR 5.111.

**ATTACHMENT E
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

PUBLIC HOUSING ROOF REPLACEMENT ADDRESSES

701 5th St SW 87102

2709 12th St NW 87107

2905 Chelwood Park Blvd NE 87112

9725 Comanche Rd NE 87111

9109 Copper Ave NE 87123

**529, 504, 3252, AND 3236 Don Gabal Pl NW
87104**

112-232 60th Street NW 87105

608 Grove St SE 87108

514 Morris St NE 87123

716 Morris NE 87123

6100 Harper Dr. NE 87109

3224 Lafayette Dr. NE 87107

120 La Plata Rd NW 87107

124 Pennsylvania St SE 87108

9000 Veranda Rd NE 87111

**City View – Various addresses on Nambe Ave
NE, Jason Ct NE, Grady Ct NE, AND Knox Ct
NE 87123**

**Sunset Gardens – Various addresses on Sunset
Gardens SW, Dennison Rd SW, Trujillo Rd SW,
and Gonzales Rd SW 87121**