

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 662-8127

Advertised: **June 18, 2024**

Closing Date: **July 9, 2024**

Non-Mandatory Pre-Proposal Conference: **Tuesday, June 25, 2024, 9:30 am Mountain Time**

Request for Proposals ("RFP")

RFP Number: 24-82

RFP Name: Housing Rehabilitation and Homebuyer Assistance Program Development and Administration

GENERAL INFORMATION

1. Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:
2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP24-82 Housing Rehabilitation and Homebuyer Assistance Program Development and Administration.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to **Kat Brophy, Management Analyst** at kat.brophy@lacnm.us to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, July 9, 2024**, will be reviewed.

Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, July 9, 2024**, for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

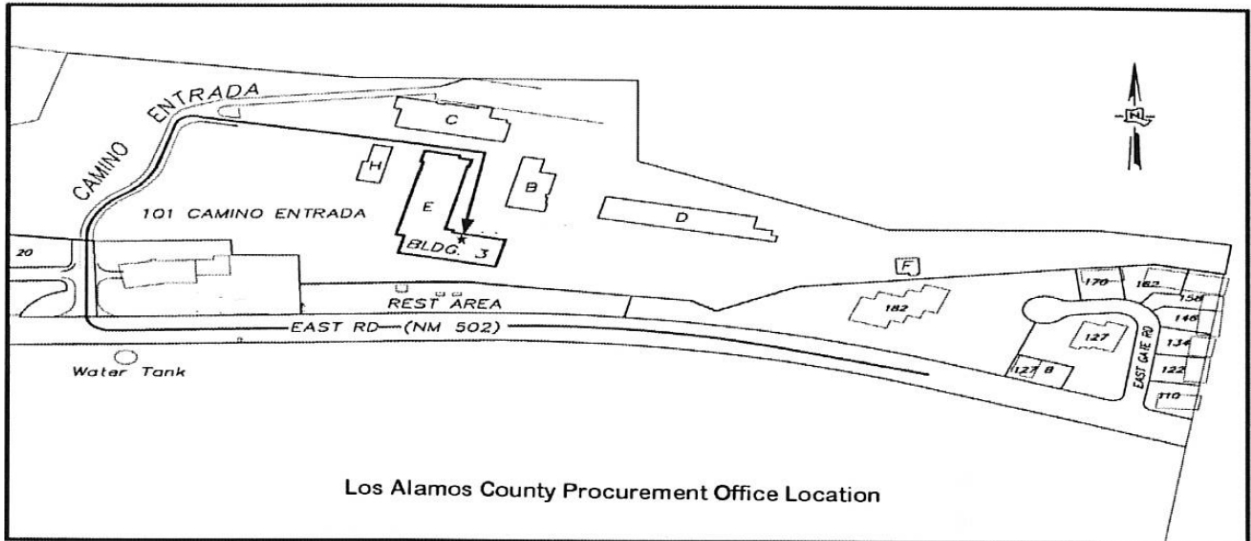
4. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.
 - o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
2. Turn RIGHT on Camino Entrada.
 - o Road slopes downhill and curves to the right.
3. Take second RIGHT into driveway through gated fence (before the stone sign "Pajarito Cliffs Site").
 - o Follow the signs to Building 3, the L-shaped building in the center of the complex.

- If you pass the Holiday Inn Express and the Airport, you've gone too far.

- 4. Enter glass door marked "PROCUREMENT." *See map below.*



5. The Incorporated County of Los Alamos ("County") invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to **seven** (7) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. The County contemplates a multiple source award depending on the number, type, and scope of proposals received. If a single provider can appropriately provide a comprehensive suite of affordable housing services, a single source award is also acceptable. A multiple source award is an award of a contract for one or more similar goods or services to more than one Offeror. This is the written

determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.

13. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
14. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.
15. ***A Non-Mandatory Pre-Proposal Conference will be held on Tuesday, June 25, 2024 at 9:30 am Mountain Time. Contact Kat Brophy, Management Analyst, at kat.brophy@lacnm.us for a link to join the meeting.***

CONTACT INFORMATION

1. For project-specific information, contact **Daniel Osborn**, at daniel.osborn@lacnm.us;
2. For procurement process information, contact **Kat Brophy**, Management Analyst at kat.brophy@lacnm.us; (505) 662-8127.
3. Written questions submitted via e-mail should be sent to **Kat Brophy** and copied to **Daniel Osborn**.
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the address below.

<https://lacnm.com/bids>

NEED STATEMENT

The County is seeking proposals from qualified firms to implement, manage, and report on a comprehensive suite of affordable housing programs and services that assist qualified residents to obtain affordable housing and related services as provided for in the Los Alamos County Code of Ordinances, Chapter 14, Article VII ("Code"). Programs and services should target diverse populations of first-time homebuyers, seniors, and populations at risk of homelessness.

All programs must comply with the New Mexico Affordable Housing Act and the Los Alamos County Code of Ordinances, Chapter 14, Article VII - Affordable Housing ("Regulations").

BACKGROUND

The Incorporated City and County of Los Alamos ("County") is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~19,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

Visit the Los Alamos County website (www.losalamosnm.us) and the tourism website (www.visitlosalamos.org) for more information.

INFORMATION RELATED TO THE SCOPE OF WORK

The County's Affordable Housing Code provides a framework for supporting qualified residents in acquiring and improving local homes. The County seeks proposals that not only meet the minimum requirements of the programs outlined in the Code but also any alternatives that accomplish the same. The prescribed programs include the:

- Housing Rehabilitation Program
- Homebuyer Assistance Program

In addition to these programs, the county seeks innovative affordable housing programs and services beyond those outlined in the Code and being provided through Code prescribed programs. Respondents are encouraged to propose innovative approaches that meet the items listed in the scope of services.

IMPORTANT DATES - The dates of the RFP process are tentatively planned as follows and may be subject to change:

| | |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------|
| Advertise RFP | June 18, 2024 |
| Pre-Proposal Meeting | June 25, 2024 |
| Date Proposals are Due | July 9, 2024 |
| Proposal Evaluation, Selection, and Contract Preparation and Review Period | July 10, 2024 through July 19, 2024 |
| Award Contract/Council Approval (TBD - Council Approval required for agreements of \$300,000. or greater. | August 27, 2024 |

SCOPE OF SERVICES

The successful Offeror (“Contractor”) shall provide some or all the following services. All items necessary for the successful delivery of Services may not be included in the proposed Scope of Services herein. Respondents are encouraged to propose innovative approaches that might aid in successfully implementing and delivering Services.

- 1) **Generally.** Offeror shall provide a full range of Homebuyer Assistance Program and Housing Rehabilitation Program services that meet the minimum requirements of the programs outlined in the Code but also any alternatives that accomplish the same

All programs must comply with the New Mexico Affordable Housing Act and the Los Alamos County Code of Ordinances, Chapter 14, Article VII - Affordable Housing (collectively referred to as "Regulations"). These regulations are attached as Exhibit F, incorporated herein by reference for all purposes

- 2) **Project Initiation.** Offeror shall, within ten (10) business days from the Effective Date of the Agreement, or within a timeframe proposed in Offeror’s RFP response and agreed to by County, schedule an in-person kick-off meeting with the County’s designated Community Development Department staff (“Project Team”), as determined by the Community Development Director or designee (“Project Manager”) at a date, time, to be agreed upon by both Parties.
 - a) In preparation for, and prior to the kick-off meeting, Offeror shall review the Code Section identified below and related information (collectively the “Regulations”), which include, but are not limited to the following:
 - (1) Los Alamos County Code of Ordinances, Chapter 14, Article VII - Affordable Housing Chapter 14 - Article VII -Affordable Housing
 - (2) Chapter 18 - Environmental. This chapter governs the eventual code compliance plan
 - b) As part of the kick-off meeting, the Parties shall, at a minimum:
 - i) Establish a mutually agreed upon Project Schedule to accomplish key tasks with durations for each task conforming substantially to the Offeror’s Proposed Project Plan and Schedule. The Project Plan and Schedule shall include, at a minimum, Offeror’s anticipated need for travel to Los Alamos, due dates for deliverables, and Project milestones.

- ii) Review the scope of work and identify any Project issues to be addressed in the course of the Project that were not identified in the County's RFP or in the Offeror's Proposal.
 - iii) Establish communication protocols, meeting frequency, and meeting format, with meetings occurring either in-person or online in a virtual format.
 - iv) Identify document format and data transfer methods between Offeror and Project Team related to the performance of the Agreement.
- 3) **Project Management**
- a) **Project Documentation and Meeting Materials.**
Offeror shall produce agendas, meeting materials, and provide notes for all calls and meetings, and shall be responsible for preparing, organizing, and maintaining documents created in service of this Agreement. All notes shall be prepared in typed form and furnished electronically to the Project Manager within five (5) business days after the date of the meeting, throughout the term of the Agreement.
 - b) **Project Reports.** Offeror shall:
Provide to the Project Manager a monthly Project Status report that includes a summary of accomplishments by task, Project assessment, and deliverables for the reporting period in the form mutually agreed upon by County and Offeror.
- 4) **Services**
- a) Offeror shall provide innovative design of programs and services to address Los Alamos County affordable housing needs.
 - i) Programs should target demographic populations including, but not limited to, low- to moderate-income homebuyers and owners making up to 120% Area Median Income for Code based programs and up to 150% AMI for New Mexico Mortgage Finance Authority (MFA) based programs.
 - ii) Programs with alternative funding sources may use alternate Area Median Incomes ("AMIs") approved by the County
 - b) Offeror shall provide Code compliant homebuyer and home rehabilitation programs and services for qualifying low- and moderate-income households.
 - c) Offeror shall provide alternative homebuyer and home rehabilitation programs and services for qualifying low- and moderate-income households.
 - d) Offeror shall provide homebuyer education and credit counseling services.
 - e) Offeror shall design programs which develop new affordable housing while preserving existing affordable housing.
 - f) Offeror shall describe the structure and process for the following:
 - i) Expansion of new affordable housing development and development partnerships.
 - ii) Development of municipal infrastructure capacity in support of affordable housing.
 - iii) Management of permanent affordability requirements and properties.
 - iv) Acquisition and rehabilitation of vacant, underutilized, or abandoned properties to increase affordable housing units
 - v) Securing financing, grants, and funding to support these initiatives.
 - vi) Innovation in program and service design to provide affordable housing services and programs.
 - vii) Site Visits – Offeror shall visit each location as needed for services.
- 5) **Program Administration**
- a) Offeror shall review existing programs, as outlined in the Regulations, and report on opportunities for improvement.
 - b) Offeror shall propose new programs that meet the requirements of the Regulations.
 - c) Offeror shall implement programs proposed and approved by County.
 - d) Offeror shall manage existing programs outlined in the Regulations.
 - e) Offeror shall manage programs proposed by Offeror and approved by County.

PROPOSAL REVIEW AND EVALUATION

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

For proposals that qualify for Preference, the following procedure will apply; the total evaluation score with or without the cost factor of each proposal received from a qualifying offeror shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

AWARD OF SOLICITATION

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit A. Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County, as a governmental entity is subject to certain laws and prohibitions and may, but is not required to, negotiate changes in contract terms and provisions, but will not agree to language that is in violation of the law. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

An Offeror is requested to complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit B, and submit with the proposal; if this exhibit is not included with the proposal, it must be provided prior to the evaluations of the received proposals, otherwise the Offeror's proposal will not be considered. This Form serves as a warrant of the Offeror's responsibility, and may not necessarily preclude the Offeror from consideration for award.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

A Campaign Contribution Disclosure Form is attached as Exhibit C. The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico prior to County's obligation to pay for the Services.

VERIFICATION OF AUTHORIZED OFFEROR

A Verification of Authorized Offeror Form is attached as Exhibit D. The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

PROPOSAL FORMAT

All Proposals must clearly address the Offeror's approach/method to perform the elements described in the Scope of Services. Failure to address the Offeror's process to perform the elements of the Scope of Services may cause the County to determine the Proposal as non-responsive. For example, simply providing that the Offeror can complete the work as provided in the RFP will be considered as incomplete

Offerors shall submit a Proposal to the County in the format described below.

Proposals shall include, but need not be limited to, the following eight (8) components (in addition to the Exhibits and attachments) as identified below. For uniformity in the Proposal review process, **please sequence Proposals as shown below using the same header names as below**. Additional information may be included by Offerors in attachments, provided that Proposals include and address, in the sequence requested, the elements requested in the Proposal Format and Scope of Services.

Information provided in the Proposal may be used in the contract between the successful Offeror and the County.

1. Introductory Cover Letter and Executive Summary.
2. Experience
 - a. Describe the competence, experience, knowledge, and qualifications of the organization
 - b. Provide a list of personnel assigned to the project. Identify lead contact.
 - c. For each project team member, describe role in project, qualifications, education, and experience, with emphasis on experience with similar projects.
3. Scope of Services
 - a. Provide a detailed description of respondent's plan to implement, manage, and ability to deliver the core programs outlined in the Regulations and any proposed alternatives or innovative programs as identified in the Scope of Services
 - b. Provide detailed explanation of processes, program elements and work products that establish a robust affordable housing program as identified in the Scope of Services
 - c. Confirm ability and commitment to provide options, alternatives, and/or solutions to issues and obstacles that arise in the execution, growth, and/or modification of any proposed programs and services Ability and commitment to provide options, alternatives, and/or solutions to issues and obstacles that arise in the execution, growth, and/or modification of any proposed programs and services
4. Implementation Plan – Provide a proposed comprehensive implementation plan for all programs and services proposed.
5. References - Provide three (3) references and plans from similar projects within the past five (5) years. References should include:
 - a. Company Name
 - b. Contact Name
 - c. Contact Email Address

- d. Contact Phone Number
- 6. Cost - Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: “Subject to the limitations of this section, any type of contract which is appropriate to the procurement, and which will promote the best interests of the county will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited.”
 - a. Using Exhibit E or Offerors own similarly formatted document, propose costs for all services, defined clearly in individual line items. Describe costs for reimbursable expenses, if any. If travel costs are proposed as direct reimbursable costs. Offerors should note the County’s travel guidelines provided in Exhibit E and note any deviations or exceptions proposed by Offeror. Describe costs for the expected number of meetings as well as costs for additional meetings, if necessary, additional meetings should be priced on a per meeting basis.
- 7. Appendices (Forms, Resumes, etc.).
- 8. Valid Licenses, Permits, Trainings and Certificates as applicable

DOCUMENTS TO SUBMIT WITH PROPOSAL

- 1. Any deviations to Exhibit A: Sample Services Agreement, identified in track changes.
- 2. Exhibit B: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.
- 3. Exhibit C: Campaign Contribution Disclosure Form
- 4. Exhibit D: Verification of Authorized Offeror

PROPOSAL EVALUATION CRITERIA: As described and/or demonstrated in the RFP response.

| | Criteria | Weighted Points |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1 | Demonstrated competence, experience, knowledge, and qualifications of respondent team | 15 |
| 2 | Range of Programs and Services Offered – e.g. Homebuyer Program, Home Rehabilitation Program, Innovative Programs, etc. as identified in the Scope of Services | 20 |
| 3 | Implementation Plan for all programs and services proposed | 15 |
| 4 | References | 5 |
| 5 | Innovative Approaches | 20 |
| 6 | Cost/Proposed Fees | 25 |
| | Total Score | 100 |

Exhibit A
SAMPLE SERVICES AGREEMENT
RFP NO: 24-82

RFP Name: Housing Rehabilitation and Homebuyer Assistance Program Development and Administration

AGR24-82



INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and _____, a _____ corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes _____, 202X ("Effective Date"). *[Alternate: to be effective on the date of last signature. Depending on timing of Services this alternate may be appropriate. Preferred practice is to use a defined date. If project schedule is time sensitive, recommend using a defined date.]*

WHEREAS, [FOP RFP'S] -- the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2X-XX ("RFP") on _____, requesting proposals for _____, as described in the RFP **[FOR SMALL PSA'S]** -- procurement of the Services was made in accordance with Los Alamos Procurement Code Sec. 31-103 Small Purchases. **[FOR SOLE SOURCE PROCUREMENTS]** -- the County Purchasing Officer determined in writing, after conducting a good faith review of available sources, that there is only one source for the Services *[Alternate: goods/construction]* **[FOR COOPERATIVE AGREEMENT PRICING]** Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

[FOR COOPERATIVE AGREEMENT PRICING] -- **WHEREAS**, Contractor was awarded a *[type of agreement]* with *[agency]* on *[date]*, as a result of *[type of competitive solicitation, name and number]*; and

[FOR COOPERATIVE AGREEMENT PRICING] -- **WHEREAS**, County requested a quote from Contractor for *[services or goods requested]*, as provided for in the *[type of cooperative agreement]*, and Contractor provided a quote to County that complies with the pricing terms of the *[type of cooperative agreement]*; and

[FOR RFP'S ONLY] -- **WHEREAS**, Contractor timely responded to the RFP by submitting a response dated _____ ("Contractor's Response"); and

[FOR RFP'S ONLY] -- **WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

[FOR CONTRACTS MORE THAN \$300,000.00] -- **WHEREAS**, the County Council approved this Agreement at a public meeting held on _____; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES: *[To be added based on services requested by County and proposed by Contractor and accepted by County.]*

SECTION B. TERM: The term of this Agreement shall commence _____ and shall continue through _____, unless sooner terminated, as provided herein. At County's sole option, the **County Manager** may renew this Agreement for up to _____ (____) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$_____), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized *[monthly, per the completion of the Project Phase/Task, annually, or upon some other schedule proposed by Contractor and accepted by County]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services

described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured *[County shall be named as an additional insured on all coverages, except Worker's Compensation. This sentence may be updated depending on the insurance requirements defined below as may be applicable to the awarded Agreement].*

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts

to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

- 1. Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:
Project Manager
Incorporated County of Los Alamos
Address
Los Alamos, New Mexico 87544
E-mail:

Contractor:
Title
Company
Address

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

E-mail:

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit X. Contractor must submit this form with this Agreement, if applicable.

OR

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

SECTION AD. CONFIDENTIAL INFORMATION: [REMOVE IF NOT APPLICABLE] Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit X. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____ **DATE**
ANNE W. LAURENT
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____
CORPORATION

BY: _____ **DATE**

NAME: _____

TITLE: _____

Exhibit B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
RFP NO: 24-82**

**RFP Name: Housing Rehabilitation and Homebuyer Assistance Program Development and
Administration**

This document should be returned with RFP submittal.

- (1) I or We, _____ (the "Offeror/Bidder") hereby certify to the best of our knowledge and belief that neither the Offeror/Bidder nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency; and
 - (b) have, within a 3-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property; and
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) are not current or former County employees. If an Offeror/Bidder is a current or former county employee, Offeror/Bidder shall provide additional information as described in paragraph (2) of this certification; and
 - (e) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code; and
 - (f) have within a 3-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Offeror/Bidder from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the Offeror's/Bidders proposal or bid or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit C
Campaign Contribution Disclosure Form
RFP NO: 24-82

RFP Name: Housing Rehabilitation and Homebuyer Assistance Program Development and Administration

This document should be returned with RFP submittal.

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

| Contribution Made By: | | | |
|--------------------------------------------|------------------------------------|-----------------------------------|------------------------------------|
| Relation to Prospective Contractor: | | | |
| Name of Applicable Public Official: | | | |
| Contribution(s) Date(s) | Contribution Amount(s): | Nature of Contribution(s): | Purpose of Contribution(s): |
| | \$ | | |
| | \$ | | |
| | \$ | | |
| | \$ | | |
| | \$ | | |

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

| | |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions. |
| <input type="checkbox"/> | NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative. |

Signature

Date

Title (position)

Exhibit D
VERIFICATION OF AUTHORIZED OFFEROR
RFP NO: 24-82
RFP Name: Housing Rehabilitation and Homebuyer Assistance Program Development and Administration

This document should be returned with RFP submittal.

Sec. 31-261. - State and local preferences.

- (a) *Definitions.* For the purposes of this section:
- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
 - (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.
- (b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.
- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
 - (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.
- (c) *Preference factor.*
- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
 - (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.
- (d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:
- (1) Local business;
 - (2) Resident business.
- (e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.
- (f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:
- (1) To requests for qualifications;
 - (2) To any purchase of goods or services in excess of \$500,000.00;
 - (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
 - (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

YES NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

Signature and Printed Name of Authorized Offeror Title

Organization's Legal Name State of Incorporation

Email Address

Mailing Address City State Zip Code

Physical Address City State Zip Code

Telephone No.

Federal Tax I.D. # NM CRS # (if located in-state)

Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business

**Exhibit E
COST SUMMARY SHEET
RFP NO: 24-82**

RFP Name: Housing Rehabilitation and Homebuyer Assistance Program Development and Administration

This attachment shall be returned with the RFP submittal.

Offeror (Company Name): _____

| | Hourly Rates | Total Hours | Total Amount |
|------------------------------------------------------|--------------------|-------------|--------------|
| Direct Labor (Hourly Rate by Classification)* | | | |
| | | | |
| | | | |
| Total Labor | | | |
| Direct Costs* | Per Night/Per Mile | | |
| Travel, Lodging | | | |
| Travel, Food | | | |
| Travel, Mileage | | | |
| Reproduction/Printing/Binding | | | |
| Supplies | | | |
| Total Direct Costs | | | |
| Subcontractor Costs (if applicable)* | | | |
| | | | |
| | | | |
| Total Subcontractor Costs | | | |
| Total Cost | | | |

***If rates will change in the second year, please include those along with rates for year one.**

*Travel Guidelines

If Offeror's travel costs are proposed as direct reimbursable costs, copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

Exhibit F

New Mexico Affordable Housing Act and CHAPTER 14, Article VII, Division 2 County Code of Ordinances
("Regulations")
RFP NO: 24-82

RFP Name: Housing Rehabilitation and Homebuyer Assistance Program Development and Administration

THE AFFORDABLE HOUSING ACT

N.M. Stat. Ann. § 6-27-1 (2015)

6-27-1. Short title. [Effective until July 1, 2015]

This act [6-27-1 to 6-27-8 NMSA 1978] may be cited as the "**Affordable Housing Act**".

HISTORY: Laws 2004, ch. 104, § 1.

N.M. Stat. Ann. § 6-27-2 (2015)

6-27-2. Purpose. [Effective July 1, 2015]

The purpose of the **Affordable Housing Act** is to implement the provisions of Subsections E and F of Article 9, Section 14 of the constitution of New Mexico.

N.M. Stat. Ann. § 6-27-3 (2015)

6-27-3. Definitions. [Effective July 1, 2015]

As used in the **Affordable Housing Act**:

A. "affordable housing" means residential housing primarily for persons or households of low or moderate income;

B. "authority" means the New Mexico mortgage finance authority;

C. "building" means a structure capable of being renovated or converted into affordable housing or a structure that is to be demolished and is located on land that is donated and upon which affordable housing will be constructed;

D. "governmental entity" means the state, including any agency or instrumentality of the state, a county, a municipality or the authority;

E. "household" means one or more persons occupying a housing unit;

F. "housing assistance grant" means the donation, provision or payment by a governmental entity of:

(1) land upon which affordable housing will be constructed;

(2) an existing building that will be renovated, converted or demolished and reconstructed as affordable housing;

(3) the costs of acquisition, development, construction, financing and operating or owning affordable housing; or

(4) the costs of financing or infrastructure necessary to support affordable housing;

G. "infrastructure" includes infrastructure improvements and infrastructure purposes;

H. "infrastructure improvement" includes, but is not limited to:

(1) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge;

(2) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge;

(3) water systems for domestic purposes, including production, collection, storage, treatment, transport, delivery, connection and dispersal;

(4) areas for motor vehicle use for road access, ingress, egress and parking;

(5) trails and areas for pedestrian, equestrian, bicycle or other nonmotor vehicle use for access, ingress, egress and parking;

(6) parks, recreational facilities and open space areas to be used by residents for entertainment, assembly and recreation;

(7) landscaping, including earthworks, structures, plants, trees and related water delivery systems;

(8) electrical transmission and distribution facilities;

(9) natural gas distribution facilities;

(10) lighting systems;

(11) cable or other telecommunications lines and related equipment;

(12) traffic control systems and devices, including signals, controls, markings and signs;

(13) inspection, construction management and related costs in connection with the furnishing of the items listed in this subsection; and

(14) heating, air conditioning and weatherization facilities, systems or services, and energy efficiency improvements that are affixed to real property;

I. "infrastructure purpose" means:

(1) planning, design, engineering, construction, acquisition or installation of infrastructure, including the costs of applications, impact fees and other fees, permits and approvals related to the construction, acquisition or installation of the infrastructure;

(2) acquiring, converting, renovating or improving existing facilities for infrastructure, including facilities owned, leased or installed by the owner;

(3) acquiring interests in real property or water rights for infrastructure, including interests of the owner; and

(4) incurring expenses incident to and reasonably necessary to carry out the purposes specified in this subsection;

J. "municipality" means an incorporated city, town or village, whether incorporated under general act, special act or special charter, incorporated counties and H class counties;

K. "public post-secondary educational institution" means a state university or a public community college;

L. "qualifying grantee" means:

(1) an individual who is qualified to receive assistance pursuant to the **Affordable Housing Act** and is approved by the governmental entity; and

(2) a governmental housing agency, regional housing authority, tribal housing agency, corporation, limited liability company, partnership, joint venture, syndicate, association or nonprofit organization that:

(a) is organized under state, local or tribal laws and can provide proof of such organization;

(b) if a nonprofit organization, has no part of its net earnings inuring to the benefit of any member, founder, contributor or individual; and

(c) is approved by the governmental entity; and

M. "residential housing" means any building, structure or portion thereof that is primarily occupied, or designed or intended primarily for occupancy, as a residence by one or more households and any real property that is offered for sale or lease for the construction or location thereon of such a building, structure or portion thereof. "Residential housing" includes congregate housing, manufactured homes, housing intended to provide or providing transitional or temporary housing for homeless persons and common health care, kitchen, dining, recreational and other facilities primarily for use by residents of a residential housing project.

N.M. Stat. Ann. § 6-27-4 (2015)

6-27-4. Eligibility requirements; non-individual and individual qualifying grantees. [Effective July 1, 2015]

A. To be eligible to receive lands, buildings and infrastructure pursuant to Article 9, Section 14 of the constitution of New Mexico, a nonindividual qualifying grantee shall:

(1) have a functioning accounting system that is operated in accordance with generally accepted accounting principles or shall designate an entity that will maintain such an accounting system consistent with generally accepted accounting principles;

(2) have among its purposes significant activities related to providing housing or services to low- or moderate-income persons or households; and

(3) if it has significant outstanding or unresolved monitoring findings from either the authority or its most recent independent financial audit, have a certified letter from the

authority or auditor stating that the findings are in the process of being resolved.

B. To be eligible to receive lands, buildings and infrastructure pursuant to Article 9, Section 14 of the constitution of New Mexico, an individual qualifying grantee shall meet the requirements established by the authority pursuant to the **Affordable Housing Act**.

N.M. Stat. Ann. § 6-27-5 (2015)

6-27-5. State, county, municipalities, instrumentalities of the state and the authority; authorization for affordable housing. [Effective July 1, 2015]

The state, including any agency or instrumentality of the state, or a county, a municipality or the authority may:

A. donate, provide or pay all, or a portion, of the costs of land for the construction on the land of affordable housing;

B. donate, provide or pay all or a portion of the costs of conversion or renovation of existing buildings into affordable housing;

C. provide or pay the costs of financing or infrastructure necessary to support affordable housing projects; or

D. provide or pay all or a portion of the costs of acquisition, development, construction, financing, operating or owning affordable housing.

N.M. Stat. Ann. § 6-27-6 (2015)

6-27-6. Requirement for specific law authorizing a housing assistance grant from state. [Effective July 1, 2015]

A. The specific grant of authority created in the **Affordable Housing Act** is the prior approval required pursuant to Article 9, Section 14 of the constitution of New Mexico to allow the state to provide affordable housing assistance.

B. Funding pursuant to this grant of authority shall be appropriated to the department of finance and administration for disbursement by the authority to a qualifying grantee in accordance with rules promulgated by the authority.

C. Rules adopted by the authority may include provisions for matching or using local, private or federal funds in connection with a specific grant, but matching or using federal funds shall not be prohibited.

D. The authority shall seek comment from the Mortgage Finance Authority Act oversight committee prior to its adoption of rules pursuant to this section.

6-27-7. Requirement for enactment of an ordinance by a county or a municipality and review by the authority authorizing housing assistance grants. [Effective July 1, 2015]

A. A county or municipality may provide housing assistance grants pursuant to Article 9, Section 14 of the constitution of New Mexico after enactment by its governing body of an ordinance authorizing grants stating the requirements of and purposes of the grants. The ordinance may provide for matching or using local, private or federal funds either through direct participation with a federal agency pursuant to federal law or through indirect participation through programs of the authority. No less than forty-five days prior to enactment, the county or municipality shall submit a proposed ordinance to the authority, which shall review the proposed ordinance to ensure compliance with rules promulgated by the authority pursuant to [Section 6-27-8 NMSA 1978](#). Within fifteen days after enactment of the ordinance, the county or municipality shall submit a certified true copy of the ordinance to the authority. The governing body of the county or municipality shall authorize the transfer or disbursement of housing assistance grant funds only after the qualifying grantee has submitted a budget to the governing body and the governing body has approved the budget.

B. A school district may transfer land or buildings owned by the school district to a county or municipality to be further granted as part or all of an affordable housing grant if the school district and the governing body of the county or municipality enter into a contract that provides the school district with a negotiated number of affordable housing units that will be reserved for employees of the school district.

C. The governing board of a public post-secondary educational institution may transfer land or buildings owned by that institution to a county or municipality; provided that:

(1) the property transferred shall be granted by the county or municipality as part or all of an affordable housing grant; and

(2) the governing board of the public post-secondary educational institution and the governing body of the county or municipality enter into a contract that provides the public post-secondary educational institution with affordable housing units.

D. Agencies or instrumentalities of the state may provide housing assistance grants pursuant to Article 9, Section 14 of the constitution of New Mexico in accordance with rules promulgated by the authority.

E. The authority may provide housing assistance grants pursuant to Article 9, Section 14 of the constitution of New Mexico in accordance with rules promulgated by the authority.

6-27-8. Provisions to ensure successful completion of affordable housing projects; sale after foreclosure. [Effective July 1, 2015]

A. State, county and municipal housing assistance grants awarded pursuant to the **Affordable Housing Act** shall be applied for and awarded to qualifying grantees

pursuant to the rules promulgated by the authority subject to the requirements of that act.

B. The authority shall adopt rules in accordance with the Administrative Procedures Act to carry out the purposes of the **Affordable Housing Act**. Concurrence by the New Mexico municipal league is required for rules applicable to municipalities. Concurrence by the New Mexico association of counties is required for rules applicable to counties.

C. The authority shall adopt rules covering:

(1) procedures to ensure that qualifying grantees meet the requirements of the **Affordable Housing Act** and rules promulgated pursuant to that act both at the time of the award and through the term of the grant;

(2) establishment of an application and award timetable for housing assistance grants to permit the selection of the potential qualifying grantees prior to January of the year in which the grants would be made;

(3) contents of the application, including an independent evaluation of the:

(a) financial and management stability of the applicant;

(b) demonstrated commitment of the applicant to the community;

(c) cost-benefit analysis of the project proposed by the applicant;

(d) benefits to the community of a proposed project;

(e) type or amount of assistance to be provided;

(f) scope of the affordable housing project;

(g) substantive or matching contribution by the applicant to the proposed project;
and

(h) performance schedule for the qualifying grantee with performance criteria;

(4) a requirement for long-term affordability of a state, county or municipal project so that a project cannot be sold shortly after completion and taken out of the affordable housing market;

(5) a requirement that a grant for a state or local project must impose a contractual obligation on the qualifying grantee that the housing units in a state or local project developed pursuant to the **Affordable Housing Act** be occupied by low- or moderate-income households;

(6) provisions for adequate security against the loss of public funds or property in the event that a qualifying grantee defaults on a contractual obligation for the project or abandons or otherwise fails to complete a project;

(7) a requirement for review and approval of a housing grant project budget by the grantor before any expenditure of grant funds or transfer of granted property;

(8) a requirement that, unless the period is extended for good cause shown, the

authority shall act on an application within forty-five days of the date of receipt of an application that the authority deems to be complete and, if not acted upon, the application shall be deemed approved;

(9) a requirement that a condition of grant approval be proof of compliance with all applicable state and local laws, rules and ordinances;

(10) provisions defining "low- and moderate-income" and setting out requirements for verification of income levels;

(11) a requirement that a county or municipality that makes a housing assistance grant shall have an existing valid affordable housing plan or housing elements contained in its general plan;

(12) a requirement that the governmental entity enter into a contract with a qualifying grantee consistent with the **Affordable Housing Act**, which contract shall include remedies and default provisions in the event of the unsatisfactory performance by the qualifying grantee; and

(13) provisions necessary to ensure the timely sale of an affordable housing project on which a qualifying grantee has defaulted on a contractual obligation or abandoned or otherwise failed to complete.

D. The rules adopted by the authority pursuant to Paragraph (13) of Subsection C of this section shall require a governmental entity to:

(1) make a determination that the property is not marketable for a price that would sufficiently recover the public funds invested in the project;

(2) ascertain that the property has a title that has been transferred to the contracting governmental entity through a foreclosure sale, a transfer of title by deed in lieu of foreclosure or any other manner;

(3) exercise reasonable efforts to ensure that all proceeds from the sale of a property pursuant to Paragraph (13) of Subsection C of this section are used solely for purposes pursuant to the **Affordable Housing Act** and that the qualifying grantee that held title to the property shall not benefit from the sale of the property or from the transfer of the affordable housing project; and

(4) provide the terms for:

(a) the sale of the property at fair market value; and

(b) the removal of the contractual obligation requiring long-term occupancy of the property by low- or moderate-income households.

ARTICLE VII. AFFORDABLE HOUSING

DIVISION 1. GENERALLY

Sec. 14-251. Purpose; generally.

There is hereby created a county affordable housing program which is to provide assistance to qualified recipients in acquiring or improving affordable housing within the county and to:

- (a) Establish procedures to ensure that all housing assistance grantees are qualifying grantees as defined in this article and who meet the requirements of the Act and the rules both at the time of the award and throughout the term of any grant or loan under the program;
- (b) Establish an application and award timetable for state housing assistance grants or loans to permit the selection of the qualifying grantee(s) by the county;
- (c) Create an evaluation process to determine:
 - (1) The financial and management stability of an applicant;
 - (2) The demonstrated commitment of the applicant to the community;
 - (3) A cost-benefit analysis of the project proposed by the applicant including how the contribution will reduce the housing costs to persons of low income;
 - (4) The benefits to the community of a proposed project;
 - (5) The type or amount of assistance to be provided;
 - (6) The scope of an affordable housing project;
 - (7) Any substantive or matching contribution by the applicant to the proposed project;
 - (8) A performance schedule for the qualifying grantee with performance criteria; and
 - (9) Any other rules or procedures which the county believes are necessary for a full review and evaluation of an applicant and the application or which the MFA believes is necessary for a full review of the county's evaluation of the applicant.
- (d) Require long-term affordability of the county's affordable housing projects so that a project cannot be sold shortly after completion and taken out of the affordable housing market;
- (e) Require that a grant or loan for a project must impose a contractual obligation on the qualifying grantee that all of the affordable housing units in any project be occupied by persons of low or moderate income;
- (f) Provide for adequate security against the loss of public funds or property in the event that the qualifying grantee abandons or otherwise fails to complete a project;
- (g) Require review and approval of a housing grant project budget by the county before any expenditure of grant funds or transfer of granted property;
- (h) Require that a condition of grant or loan approval be proof of compliance with all applicable State and local laws, rules and ordinances;

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- (i) Provide definitions for "affordable" and "affordable housing" and for "low-income" and setting out requirements for verification of income levels;
 - (j) Provide the county with a mechanism for implementing a valid affordable housing program;
 - (k) Establish a procedure and associated application for the purpose of waiving applicable county permit fees that are directly connected to projects that will result in the provision of affordable housing as defined under this chapter and article and the Affordable Housing Act, NMSA 1978, §§ 6-27-1 through 6-27-9, or as may be amended; and
 - (l) Require that the county enter into a contract with the qualifying grantee consistent with the Act, which contract shall include remedies and default provisions in the event of unsatisfactory performance, and that subject the recipient of a contribution to the jurisdiction of the New Mexico courts to enforce compliance with the Act, the rules, and any agreement(s) between the recipient and the county.
 - (m) Require that all housing programs and assistance are in compliance with the Act and the rules, as amended, and require compliance with the Act and the rules in the provision of all contributions and by the recipients of contributions.

(Ord. No. 02-281, § 5, 5-1-2018)

Sec. 14-252. Definitions.

The following words, terms, and definitions shall have the following meanings with this article and division where applicable or otherwise specified:

- (a) *Act or AHA* shall mean the Affordable Housing Act, NMSA 1978, §§ 6-27-1 through 6-27-9, or as may be amended from time to time.
- (b) *Affordable* shall mean consistent with minimum rent and/or income limitations set forth in the Act and in guidelines established by MFA and includes households earning less than 80 percent of the county area median income (AMI), as calculated by the United States Department of Housing and Urban Development (HUD). For affordable housing programs and projects using only county funds the unadjusted 80 percent of the county area median income (AMI) income limit is used. For affordable housing programs and projects using a mix of local, State and Federal funding or as required by a Federal Program, the 80 percent of the county area median income (AMI) income limit as published annually by HUD is used.
- (c) *Affordable housing* means residential housing primarily for persons or households of low income with incomes 80 percent per cent of the county median family income, adjusted for family size, as calculated annually by HUD.
- (d) *Affordable housing funds* shall mean any or all funds awarded or to be awarded, loaned or otherwise distributed under the Act.
- (e) *Affordable housing plan or plan* shall mean a plan pursuant to an affordable housing program that contemplates one or more affordable housing projects, which may be developed in one or more phases.
- (f) *Affordable housing program or program* shall mean any programs the county and/or the MFA establish pursuant to the Act.
- (g) *Affordable housing project or project* shall mean any work or undertaking, whether new construction, acquisition of existing residential housing, remodeling, improvement, rehabilitation or conversion and resale, land donation, homeowner down payment or closing cost assistance, which may be undertaken

in one or more phases, as part of an affordable housing plan, as approved by the county and/or the MFA for the primary purposes as allowed by the Act.

- (h) *Affordability period* shall mean that amount of time represented by the term of a mortgage or other legal document during which only a qualified recipient or builder may hold title to or lease of real property for the development of which the county has provided affordable housing assistance in the form of an award, loan, donation, or otherwise conveyed form. The affordability period shall increase incrementally with the fair market value amount of county assistance provided. For the purposes of this chapter and article, affordability period, unless otherwise provided, shall be:
- (1) From \$1.00 to \$14,999.99, then the affordability period shall be not less than five years.
 - (2) From \$15,000.00 up to and including \$40,000.00, then the affordability period shall be not less than ten years.
 - (3) From \$40,000.00 up to and including \$100,000.00, then the affordability period shall be not less than 15 years.
 - (4) Greater than \$100,000.00, then the affordability period shall be not less than 20 years.
- (i) *Applicant* shall mean, subject to further qualifications, an individual, a governmental housing agency, regional housing authority, a for-profit venture, syndicate, or association or a nonprofit organization meeting the appropriate criteria of the county and/or the MFA.
- (j) *Application* shall mean an application to participate in one or more affordable housing programs under the Act submitted by an applicant to the county.
- (k) *Builder* shall mean an individual or entity licensed as a general contractor to construct residential housing in the State that satisfies the requirements of a qualifying grantee and has been approved by the county to participate in an affordable housing program. The term builder shall also include an individual or entity that satisfies the requirements of a qualifying grantee and has been approved by the county to participate in an affordable housing program, who is not licensed as a general contractor in the State, provided such individual or entity contracts with a general contractor licensed in the State to construct residential housing.
- (l) *Building* shall mean a structure capable of being renovated or converted into affordable housing or a structure that is to be demolished and is located on land donated for use in connection with an affordable housing project.
- (m) *County permit waiver* shall mean the approval to waive certain county building, planning and utility permit fees when associated with an eligible affordable housing activity. Waivers shall be granted only after the project has been deemed eligible by application and can be documented as part of an approved county affordable housing program or a housing project meeting the definition of affordable housing. Individual homeowners can apply to the county for the waiver or proof of eligibility can also be determined through verification of income provided by an acceptable third party documentation, including but not limited to income verification provided by Habitat for Humanity, the Los Alamos Housing Partnership, or other affordable housing provider that meets the criteria as an eligible entity under AHA rules.
- (n) *County* shall mean the Incorporated County of Los Alamos, New Mexico, a New Mexico municipal corporation.
- (o) *Congregate housing facility* shall mean residential housing designed for occupancy by more than four persons of low income living independently of each other. The facility may contain group dining, recreational, health care or other communal living facilities and each unit in a congregate housing facility shall contain at least its own living, sleeping, and bathing facilities.

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- (p) *Contribution shall* mean any provision of assistance for affordable housing, including and Affordable Housing Grant or affordable housing funds, made by a state, county, municipality or the MFA.
- (q) *Federal government* shall mean the United States of America and any agency or instrumentality, corporate or otherwise, of the United States of America.
- (r) *"Household"* shall mean one or more persons occupying a housing unit.
- (s) *Housing assistance grant* means the donation by the county of land for construction of affordable housing; an existing Building for conversion or renovation as affordable housing; the costs of acquisition, development, construction, financing and operating or owning affordable housing, infrastructure or the costs of infrastructure necessary to support affordable housing or interest rate write downs for affordable housing rehabilitation loans; the waiving of applicable building permit fees for housing development or rehabilitation activities that are determined by the county to low income homeowners or renters upon submission and approval of a county-administered application.
- (t) *HUD* shall mean the United States Department of Housing and Urban Development.
- (u) *Infrastructure* shall mean infrastructure improvements and infrastructure purposes.
- (v) *Infrastructure improvement* includes, but is not limited to:
- (1) Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge;
 - (2) Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge;
 - (3) Water systems for domestic purposes, including production, collection, storage, treatment, transport, delivery, connection and dispersal;
 - (4) Areas for motor vehicle use for road access, ingress, egress and parking;
 - (5) Trails and areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for access, ingress, egress and parking;
 - (6) Parks, recreational facilities and open space areas for the use of residents for entertainment, assembly and recreation;
 - (7) Landscaping, including earthworks, structures, plants, trees and related water delivery systems;
 - (8) Electrical transmission and distribution facilities;
 - (9) Natural gas distribution facilities;
 - (10) Lighting systems;
 - (11) Cable or other telecommunications lines and related equipment;
 - (12) Traffic control systems and devices, including signals, controls, markings and signs;
 - (13) Inspection, construction management and related costs in connection with the furnishing of the items listed in this subsection; or
 - (14) Heating, air conditioning and weatherization facilities, systems or services, and energy efficiency improvements that are affixed to real property.
- (w) *Infrastructure purpose* shall mean:
- (1) Planning, design, engineering, construction, acquisition or installation of infrastructure, including the costs of applications, impact fees and other fees, permits and approvals related to construction, acquisition or installation of the infrastructure, provided the county may determine

it appropriate to reduce or waive building and planning permit fees, sewer, water, electric and gas hookup fees and other fees with respect to an affordable housing project for which affordable housing funds and/or housing assistance grants are awarded, loaned, donated or otherwise distributed under the Act and the county's approved affordable housing plan;

- (2) Acquiring, converting, renovating or improving existing facilities for infrastructure, including facilities owned, leased or installed by the owner;
 - (3) Acquiring interests in real property or water rights for infrastructure, including interests of the owner; or
 - (4) Incurring expenses incident to and reasonably necessary to carry out the purposes specified in this subsection.
- (x) *Low income household* means a household earning less than 80 percent of the county's area median income, as calculated by the United States Department of Housing and Urban Development.
 - (y) *MFA* shall mean the New Mexico Mortgage Finance Authority.
 - (z) *MFA Act* shall mean the Affordable Housing Act, Affordable Housing Act, NMSA 1978, §§ 6-27-1 through 6-27-9, and as may be amended.
 - (aa) *Moderate income household* means a household earning between 80 and 120 percent of the county's Area Median Income, as calculated by the United States Department of Housing and Urban Development.
 - (bb) *Mortgage* shall mean a mortgage, mortgage deed, deed of trust or other instrument creating a lien, subject only to title exceptions as may be acceptable to the county on a fee interest in real property located within the State or on a leasehold interest that has a remaining term at the time of computation that exceeds or is renewable at the option of the lessee until after the maturity day of the mortgage loan.
 - (cc) *Mortgage lender* shall mean any bank or trust company, mortgage company, mortgage banker, national banking association, savings bank, savings and loan association, credit union, building and loan association and any other lending institution; provided that the mortgage lender maintains an office in the State, is authorized to make mortgage loans in the State and is approved by the county and/or the MFA and either the Federal Housing Authority, Veterans' Affairs, Federal National Mortgage Association (now known as Fannie Mae), or Federal Home Loan Mortgage Corporation.
 - (dd) *Mortgage loan* shall mean a financial obligation secured by a mortgage, including a mortgage loan for a project.
 - (ee) *Multiple family housing project* shall mean residential housing that is designed for occupancy by more than four persons or families living independently of each other or living in a congregate housing facility, at least 60 percent of whom are persons of low income, including without limitation persons of low income who are elderly and handicapped as determined by the county, provided that the percentage of low-income persons and families shall be at least the minimum, if any, required by Federal tax law.
 - (ff) *Multi-family housing program* shall mean a program involving a congregate housing facility, a multiple family housing project or a transitional housing facility.
 - (gg) *Persons of low income* shall mean persons and families within the State who earn less than 80 percent of the county area median income, as calculated by the United States Department of Housing and Urban Development.

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- (hh) *Policies and procedures* shall mean policies and procedures of the MFA, including but not limited to, mortgage loan purchasing, selling, servicing and reservation procedures, which the MFA may update and revise from time to time as the MFA deems appropriate.
 - (ii) *Public service agencies* shall include, but are not limited to, any entities that support affordable housing and which believe that the program or project proposed by the applicant is worthy and advisable, but which are not involved, either directly or indirectly, in the affordable housing program or project for which the applicant is applying.
 - (jj) *Qualifying grantee* means an individual who is qualified to receive assistance pursuant to the Act and is approved by the county; or a governmental housing agency, regional housing authority, corporation, a limited liability company, partnership, joint venture, syndicate, association or a nonprofit organization that is organized under State or local laws and can provide proof of such organization; if a non-profit organization, has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual; and is approved by the county.
 - (kk) *Recertification* shall mean the recertification of applicants and/or qualifying grantees participating in any affordable housing programs or in any programs under the Act as determined necessary from time to time by the county.
 - (ll) *Rehabilitation* shall mean the substantial renovation or reconstruction of an existing single-family residence or a multi-family housing project, which complies with requirements established by county. Rehabilitation shall not include routine or ordinary repairs, improvements or maintenance, such as interior decorating, remodeling or exterior painting, except in conjunction with other substantial renovation or reconstruction.
 - (mm) *Residential housing* shall mean any building, structure or portion thereof that is primarily occupied, or designed or intended primarily for occupancy, as a residence by one or more households and any real property that is offered for sale or lease for the construction or location thereon of such a building, structure or portion thereof. "Residential housing" includes congregate housing, manufactured homes and housing intended to provide or providing transitional or temporary housing for homeless persons.
 - (nn) *Residential use* shall mean that the structure or the portion of the structure to benefit from the affordable housing funds or housing assistance grant, is designed primarily for use as the principal residence of the occupant or occupants and shall exclude vacation or recreational homes.
 - (oo) *RFP* shall mean any request for proposal made by the county.
 - (pp) *Rules* shall mean the rules issued pursuant to NMSA 1978, §§ 58-18-1 through 58-18-27 (the "Mortgage Finance Authority Act") and pursuant to the Affordable Housing Act, NMSA 1978, §§ 6-27-1 through 6-27-9 (the "Act").
 - (qq) *State* shall mean the State of New Mexico.
 - (rr) *Transitional housing facility* shall mean residential housing that is designed for temporary or transitional occupancy by persons of low or moderate income or special needs.

(Ord. No. 02-281, § 5, 5-1-2018)

Sec. 14-253. Program solicitations, applications, review criteria, and awards.

With the exception of housing assistance grants involving funding from the State which shall be governed as specified below, the following requirements shall apply to all housing assistance grants and/or affordable housing funds awarded, loaned, or otherwise distributed by the county under the Act and the county program to a qualifying grantee:

(a) *Request for proposals.* The county, in its discretion, may issue one or more RFPs to solicit applications from applicants or may otherwise identify a qualifying grantee for the use of any affordable housing funds or housing assistance grants to be awarded, loaned, donated, or otherwise distributed under the Act.

(b) *Applicant eligibility.* The following applicants are eligible under the Act to apply for affordable housing funds or a housing assistance grant to provide housing or related services to persons of low income in the community:

- (1) All individuals who are qualified to receive assistance pursuant to the Act, the rules, and this chapter and article that are approved by the county;
- (2) All regional housing authorities and any governmental housing agencies;
- (3) All for-profit organizations, including any corporation, limited liability company, partnership, joint venture, syndicate or association;
- (4) All non-profit organizations meeting the following requirements:
 - a. A primary mission of the nonprofit organization must be to provide housing or housing-related services to persons of low income;
 - b. The non-profit organization must have received its 501(c)(3) designation prior to submitting an application; and
 - c. Have no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual other than a person of low income.
- (5) All non-individual applicants must:
 - a. Be organized under State or local laws and provide proof of such organization, be authorized to conduct business in New Mexico and be approved by the county, including but not limited to having a current county business registration;
 - b. Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or that has designated, and
 - c. Contracted with an entity that will maintain such an accounting system consistent with generally accepted accounting principles;
 - d. Have among its purposes significant activities related to providing housing or services to persons or households of low income; and
 - e. Have no significant outstanding or unresolved monitoring findings from the county, the MFA, or its most recent independent financial audit, or if it has any such findings, it has a letter certifying from the county, the MFA, or auditor stating that the findings are in the process of being resolved.

(c) *Applications.*

- (1) Applications. Applicants wishing to apply for a housing assistance grant including the use of any affordable housing funds, or to participate in any affordable housing program are required to submit to the county the following (as applicable):
 - a. One original application, together with all required schedules, documents, or such other information which may be required by the county or in any RFP which may have been issued by the county, must be included in the completed application;
 - b. A proposal describing the nature and scope of the affordable housing project proposed by the applicant and for which the applicant is applying for funds or a grant under the Act, and

which describes the type and/or amount of assistance which the applicant proposes to provide to persons of low income. For proposed affordable housing projects to include land donation from the county, the applicant must indicate that all the housing units will be for households below 60 percent AMI as defined by HUD;

- c. Executive summary and project narrative(s) that address the evaluation criteria set forth in any RFP issued by the county for the affordable housing funds or the housing assistance grant for which the applicant is applying;
- d. A proposed budget for the affordable housing project for which the applicant is applying for affordable housing funds or for a housing assistance grant;
- e. Current independent financial audit;
- f. If the applicant is a non-profit organization:
 - 1. Proof of current IRS tax status such as 501(c)(3) status;
 - 2. Documentation that confirms that no part of applicants' net earnings inures to the benefit of any member, founder, contributor or individual;
- g. If an applicant is a legal entity, including a non-profit organization:
 - 1. A current annual budget for the applicant, including all sources and uses of funds not just those related to relevant programs and/or a current annual budget only for the program for which the applicant is applying for a housing assistance grant, or as otherwise may be required by the county in its discretion;
 - 2. An approved mission statement that the applicant has among its purposes significant activities related to providing housing or housing-related services to persons or households of low or moderate income;
 - 3. A list of members of the applicant's current board of directors or other governing body, including designated homeless participation, where required by the county;
 - 4. Evidence (or a certification as may be allowed by the county) that the applicant has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has a valid contract with a designated entity that will maintain such an accounting system consistent with generally accepted accounting principles;
 - 5. Evidence that the applicant has no significant outstanding or unresolved monitoring findings from the county, the MFA, or its most recent independent financial audit; or if it has any significant outstanding or unresolved monitoring findings from the county, the MFA, or its most recent independent financial audit, it has a certified letter from the county, the MFA, or the auditor stating that the findings are in the process of being resolved;
 - 6. An organizational chart, including job titles and qualifications for the applicant's employees or as otherwise may be required by the county and/or the MFA in its discretion. Job descriptions may be submitted as appropriate; and
 - 7. Documentation that the applicant is duly organized under State or local law and certification that the applicant is in good standing with any State authorities, including the New Mexico Public Regulation Commission and/or the Secretary of State.

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- h. Information as may be required by the county in order for it to determine the financial and management stability of the applicant;
 - i. Information as may be required by the county in order for it to determine the demonstrated commitment of the applicant to the community;
 - j. A completed cost-benefit analysis of the affordable housing project proposed by the applicant. Any cost-benefit analysis must include documentation that clearly evidences that there is or will be a direct benefit from the project proposed by the applicant to the community and/or to the purported beneficiaries of the project, consistent with the provisions of the Act;
 - k. Adequate information, as required by the county, regarding applicant's proposed affordable housing project. The information provided must clearly evidence the need for the subsidy, that the value of the housing assistance grant reduces the housing costs to persons of affordable housing rules checklist low or moderate income, and that there is or will be a direct benefit from the project proposed by the applicant to the community and/or to the purported beneficiaries of the project, consistent with the provisions of the Act;
 - l. Information supporting the benefits to the community of the affordable housing project proposed by the applicant;
 - m. If applicable, proof of substantive or matching funds or contributions and/or in-kind donations to the proposed affordable housing project in connection with the application for funds under the Act. Nothing contained herein shall prevent or preclude an applicant from matching or using local, private, or Federal funds in connection with a specific housing assistance grant or a grant of affordable housing funds under the Act;
 - n. Any certifications or other proof which the county may require in order for the county to confirm that the applicant is in compliance with all applicable Federal, State and local laws, rules and ordinances;
 - o. A verification signed by the applicant before a notary public that the information provided, upon penalty of perjury, is true and correct to the best of the applicant's information, knowledge, and belief;
 - p. Certifications as may be required by the county and signed by chief executive officer, board president, or other authorized official of the applicant, provided that the county at its discretion may waive any of the foregoing requirements if not deemed applicable.
- (2) Additional requirements for multi-family housing projects. For applicants who are submitting applications in connection with a multi-family housing program, the applicant must also submit to the county the following additional information:
- a. A verified certificate that, among other things:
 - 1. Identifies every multi-family housing program, including every assisted or insured project of HUD, Rural Housing Services (RHS), FHA and any other state or local government housing finance agency in which such applicant or its principals has been or is a principal;
 - 2. Except as shown on such certificate, states that:
 - i. No mortgage on a project listed on such certificate has ever been in default, assigned to the Federal Government or foreclosed, nor has any mortgage relief by the mortgagee been given;

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- ii. There has not been a suspension or termination of payments under any HUD assistance contract in which the applicant has had a legal or beneficial interest;
 - iii. Such applicant has not been suspended, debarred or otherwise restricted by any department or agency of the Federal Government or any state government from doing business with such department or agency because of misconduct or alleged misconduct; and
 - iv. The applicant has not defaulted on an obligation covered by a surety or performance bond.

If such applicant cannot certify to each of the above, such applicant shall submit a signed statement to explain the facts and circumstances that such applicant believes will explain the lack of certification. The county or MFA may then determine if such applicant is or is not qualified.

- b. The experience of the applicant in developing, financing and managing multi-family housing projects; and
 - c. Whether the applicant has been found by the United States Equal Employment Opportunity Commission or the New Mexico Human Rights Commission to be in non-compliance with any applicable civil rights laws.
- (3) Additional requirements for mortgage lenders. If the applicant is a mortgage lender, the county shall consider, among other things:
- a. The financial condition of the applicant;
 - b. The terms and conditions of any loans to be made;
 - c. The aggregate principal balances of any loans to be made to each applicant compared with the aggregate principal balances of the loans to be made to all other applicants;
 - d. The county's or MFA's assessment of the ability of the applicant or its designated service to act as originator and servicer of mortgage loans for any multi-family housing programs or other programs to be financed; and
 - e. Previous participation by the applicant in the MFA's programs and HUD, Federal housing authority, or rural housing service programs.
- (4) Submission procedure.
- a. *Time, place and method of submission delivery.*
 - 1. If the county has issued an RFP, all applications must be received by the county no later than the deadline set forth in the RFP; otherwise, all applications must be received by the county by the deadline the county has established in connection with the respective award or grant. The county shall be allowed not less than 45 days in which to review any such applications or otherwise determine or confirm that an applicant is a qualifying grantee under the Act and consistent with the rules.
 - 2. Applications shall be submitted by applicants to the county in the form required by the county and shall contain all information which is required by this chapter, article, and division and any RFP which may have been issued.
 - b. *Additional factors.* The application procedures shall take into consideration:

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1. Timely completion and submission to the county of an application or other appropriate response to any solicitation by the county;
 2. Timely submission of all other information and documentation related to the program required by the county as set forth in this chapter and article or as set forth in the rules;
 3. Timely payment of any fees required to be paid to the county at the time of submission of the application; and
 4. Compliance with program eligibility requirements as set forth in the Act, the rules, and this article.
- c. Submission format.
1. County forms must be used when provided and no substitutions will be accepted; however, attachments may be provided as necessary.
 2. An applicant's failure to provide or complete any element of an application, including all requirements of the county or as may be listed on any RFP may result in the rejection of the application prior to review.
 3. Illegible information, information inconsistent with other information provided in the application, and/or incomplete forms will be treated as missing information and evaluated accordingly.
 4. The county reserves the right to request further information from any applicant so long as the request is done fairly and does not provide any applicant an undue advantage over another applicant.
 5. The county, in its discretion, may cancel any RFP or reject any or all proposals in whole or part submitted by any applicant.
 6. The county shall not be responsible for any expenses incurred by an applicant in preparing and submitting an application. However, the county may establish and collect fees from applicants who file applications. Notice that fees will be charged and the amount of any such fees shall be included by the county in any RFP or otherwise shall be advertised as part of the application solicitation process.
- (5) Review by the county. On receipt of an application, the county shall:
- a. Determine whether the application submitted by the applicant is complete and responsive;
 - b. Determine whether the applicant is a qualifying grantee as defined in this article and in the Act;
 - c. Review and analyze whether the applicant has shown a demonstrated need for activities to promote and provide affordable housing and related services to persons of low income;
 - d. Determine whether the applicant has demonstrated experience related to providing housing or services to persons of low income, as well as experience and/or the capacity to administer the affordable housing program or project for which the applicant has applied;
 - e. Determine whether the applicant's proposal provides a plan for coordinating with other service providers in the community; whether the applicant's plan addresses how persons of low income in need of housing and/or housing related supportive services can receive supportive services and referrals to Federal, State and local resources; and, whether the

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- applicant's plan addresses outreach efforts to reach the population to be served as identified by the county in any RFP or otherwise;
- f. Determine whether the applicant has support from public service agencies, or such other support as may be required by the county in its discretion, for its proposed services in the community;
 - g. Ascertain the amount of any matching funds or in-kind services specific to the program that may be utilized by the applicant in connection with the program;
 - h. Ascertain whether any local, private, or Federal funds will be used by the applicant in connection with the specific grant for which the applicant is applying;
 - i. Ascertain whether the applicant has and can demonstrate the capability to manage the implementation of the program for which the applicant is applying;
 - j. If applicant is a prior recipient of either a housing assistance grant, affordable housing funds and/or other program funds, confirm that the applicant had no outstanding findings or matters of non-compliance with program requirements from the county or the MFA, as applicable or if it has any such findings, it has a certified letter from the county, the MFA, or auditor stating that the findings are in the process of being resolved;
 - k. If applicant is a prior recipient of either a housing assistance grant, affordable housing funds and/or other program funds, confirm that the applicant reasonably committed and expended the funds under the prior program and/or met anticipated production levels as set forth in any contract with the county or the MFA, as applicable, for those prior program funds;
 - l. Evaluate the applicant's proposal in part based upon the applicant's current financial audit;
 - m. Evaluate the applicant's proposed budget for the project for which the applicant is applying for affordable housing funds or a housing assistance grant, which proposed budget must be approved by the county before applicant can be approved as a qualifying grantee and any expenditure of grant funds under the Act or granted property is transferred to the applicant;
 - n. On receipt of an application from a builder, the county will analyze the builder's ability to construct and sell sufficient residential housing units to persons of low income within the time or times as may be required by the county; and
 - o. Consider other factors it deems appropriate to ensure a reasonable geographic allocation for all affordable housing programs.
- (6) Notification of acceptance. The county, upon completion of its review of the application and an evaluation of the criteria for approval of the application as set forth in this chapter or article and in any RFP issued by the county and upon its determination that the applicant is a qualifying grantee, by written notice shall notify each applicant which has submitted an application of the approval or disapproval of its application. Upon approval of its application, the applicant shall be considered approved to participate in the affordable housing program. The county's determination of any application shall be conclusive.
- (7) The county may permit pre-qualification of applicants as qualifying grantees, as follows:
- a. The county may review information submitted by eligible applicant and certify in writing that applicant is a Potential qualifying grantee (PQG);
 - b. The county must then provide copy of certification to MFA, upon its request;

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- c. The county's certification shall be valid for up to one year, subject to the ability of PQG to certify in writing at time of application or response to RFP that there have been no material changes in any of the information or documentation provided by, or representations made by PQG to the county and upon which the county based its decision to certify the applicant as a PQG; and
 - d. Notwithstanding the foregoing, certification as PQG does not mean that the PQG will be chosen by the county as a qualifying grantee, or that MFA will determine that PQG is a qualifying grantee, or that any application submitted by PQG is complete or otherwise in compliance with the Act or rules, or that PQG will be awarded any affordable housing funds or housing assistance grants.
- (d) *Additional requirements.* Upon acceptance, the following additional requirements shall apply to any applicant, who is a qualifying grantee:
- (1) *Contracted requirements.* The qualifying grantee shall enter into one or more contracts with the county, which contract(s) shall be consistent with the Act and which contract(s) shall include remedies and default provisions in the event of the unsatisfactory performance by the qualifying grantee.
 - (2) *Security provisions; collateral requirements.* In accordance with the Act, the rules and this chapter and article, the county shall require the qualifying grantee to execute documents, which will provide adequate security against the loss of public funds or property in the event the qualifying grantee abandons or fails to complete the affordable housing project, and which shall further provide, as may be permitted by law, for the recovery of any attorney's fees and costs which the county and/or the MFA may incur in enforcing the provisions of this article, the rules, the Act and/or any agreement entered into by the county and the qualifying grantee, and which documents may include, but are not limited to the following: note, mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the county may require in order to allow for any funds which the qualifying grantee may receive under a housing assistance grant or affordable housing funds to be adequately secured and to allow the county and the MFA to ensure that such funds shall be utilized by the qualifying grantee in accordance with the Act, the rules and this chapter and article.
 - (3) *Performance schedule and criteria.* The qualifying grantee shall be required in the contract to abide by a reasonable performance schedule and performance criteria that the county, in its discretion, may establish.
 - (4) *Examination of books and records.* The qualifying grantee shall submit to and the county shall cause to be made such examinations of the books and records of each qualifying grantee as the county and/or the MFA deems necessary or appropriate to determine the qualifying grantee's compliance with the terms of the Act, the rules, this chapter and article and any contracts between the qualifying grantee and the county. The county and/or the MFA may require each qualifying grantee to pay the costs of any such examination.
 - (5) *Infrastructure cost reimbursement contracts.*
 - a. *Cost reimbursements.* Payment to a qualifying grantee under cost reimbursable contract provisions shall be made upon the county's receipt from the qualifying grantee of certified and documented invoices for actual expenditures allowable under the terms of any agreement between the qualifying grantee and the county.
 - b. *Cost reimbursements for units of service.* Payment under any unit cost contract provisions shall be made upon the county's receipt from the qualifying grantee of a certified and

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- documented invoice showing the number of units of service provided during the billing period.
- c. Rate at which costs incurred. Under unit cost or cost reimbursable contracts, it is anticipated that costs will be incurred by the qualifying grantee at an approximate level rate during the term of any agreement between the qualifying grantee and the county. If the county determines that the qualifying grantee is underspending or overspending, then the county may reduce the budget and/or exercise such other budgetary fiscal controls it deems appropriate.
 - d. Invoices. qualifying grantees shall not submit invoices more than once a month, unless written approval is obtained in advance from the county. Failure to submit invoices within 20 days of the close of the month for which payment is sought may result in the non-availability of funds for reimbursement.
 - e. No dual application of costs. The qualifying grantee shall certify that any direct or indirect costs claimed by the qualifying guarantee will not be allocable to or included as a cost of any other program, project, contract, or activity operated by the qualifying grantee and which has not been approved by the county in advance, in writing.
 - f. Prohibition of substitution of funds. Any affordable housing funds or other amounts received by qualifying grantee may not be used by qualifying grantee to replace other amounts made available or designated by the State or local governments through appropriations for use for the purposes of the Act.
 - g. Cost allocation. The qualifying grantee shall clearly identify and distribute all costs incurred pertaining to the affordable housing project by a methodology and cost allocation plan at times and in a manner prescribed by, or acceptable to the county.
- (6) Additional information. Qualifying grantees shall provide the county with any and all information which the county reasonably may require in order for it to confirm that the qualifying grantees continue to satisfy the requirements of the Act, the rules and this chapter and article throughout the term of any contract and/or any affordability period or otherwise as may be required by the county or the MFA in its discretion. At a minimum, on an annual basis, the county shall certify to the MFA in writing that to the best of its knowledge the qualifying grantee is in compliance with applicable provisions of the Act, the rules and this chapter and article.
- (e) *Affordable housing requirements.* All affordable housing funds or housing assistance grants awarded under the Act are to be used by qualifying grantees for the benefit of persons of low income subject to the provisions of the Act and with particular regard to their housing related needs.
- (1) Single family property. Qualifying grantees shall agree that they shall maintain any single-family property which has been acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or which property has otherwise benefited from affordable housing funds, including but not limited to any loans which have been repaid with affordable housing funds and which loans previously were secured by such properties as affordable housing for so long as any or all of the affordable housing funds which have been awarded, loaned, or otherwise conveyed to the qualifying grantee are unpaid and outstanding or the affordability period, whichever is longer.
 - (2) Multi-family property.
 - a. Single apartment within a multi-family property. qualifying grantees shall agree that, if any single apartments are to be rehabilitated, weatherized, converted, leased, repaired, constructed, or otherwise are to benefit from affordable housing funds, those apartments shall be leased to persons of low income at the time of any such award. Qualifying grantees, who are the landlords and/or owners of such properties, shall further agree to

contribute at least 60 percent of the cost of the rehabilitation, weatherization, conversion, lease, repair, and/or construction. Qualifying grantees also shall agree that the persons of low income, who are tenants of those apartments, shall be allowed to remain tenants for so long as there are no uncured defaults by those tenants under their respective leases and provided that there is no just cause for the landlord to terminate any lease agreement with those tenants.

- b. Multiple apartments. Qualifying grantees shall agree that, if multiple apartments or an entire multi-family property are to be acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or otherwise are to benefit from affordable housing funds, including but not limited to any loans which have been repaid with affordable housing funds and which loans previously were secured by such properties, they shall maintain not less than 60 percent of the housing units as affordable housing for so long as any or all of the affordable housing funds which have been awarded, loaned, or otherwise conveyed to the qualifying grantee are unpaid and outstanding or the affordability period, whichever is longer.
- (3) Non-residential property. Qualifying grantees shall agree that they shall maintain any non-residential property which has been acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or which property has otherwise benefitted from affordable housing funds, including but not limited to any loans which have been repaid with affordable housing funds and which loans previously were secured by such properties, as a facility which provides housing related-services to persons of low income for so long as any or all of the affordable housing funds which have been awarded, loaned, or otherwise conveyed to the qualifying grantee are unpaid and outstanding or the affordability period, whichever is longer.
 - (4) Housing assistance grant affordability requirements. Qualifying grantees shall agree that they shall maintain any land or buildings received as a housing assistance grant either as single-family or multi-family affordable housing in accordance with this chapter and article or as a facility which provides housing related-services to persons of low income in accordance with Section 3.e.(3) (as applicable) for the duration of the affordability period. Qualifying grantees shall agree that they shall maintain any land or buildings for which they have received the costs of infrastructure or received other costs of construction and/or development as a housing assistance grant either as single-family or multi-family affordable housing or as a facility which provides housing related-services to persons of low income (as applicable) for the duration of the affordability period. In calculating the affordability period for housing assistance grants of either land or buildings, the fair market value of the land or buildings or the costs of infrastructure at the time of the donation by the state or the county shall apply.
 - (5) Affordability period. The county, in its discretion, may increase the affordability period in any contract, note, mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the county may enter into with any qualifying grantee or beneficiary of the affordable housing funds or of the housing assistance grant. See definition of affordability period in section 2 of this chapter and article. Notwithstanding the foregoing, in the discretion of the MFA, weatherization funds conveyed by the MFA and/or any other similar conveyances where an affordability period is not practical, shall not be subject to the affordability period requirements of Section 3(e); but nevertheless, any such conveyances may be subject to recapture on some prorated basis as determined by the county and/or the MFA.
- (f) *Consent to jurisdiction.* Each qualifying grantee shall consent to the jurisdiction of the courts of the State over any proceeding to enforce compliance with the terms of the Act, the rules and this chapter and article and any agreement between the qualifying grantee and the county.

(g) *Recertification procedures.*

- (1) The qualifying grantee must meet the requirements of the Act, the rules and this chapter and article both at the time of any award and throughout the term of any grant and contract related thereto.
- (2) The county may establish procedures for certifying qualifying grantees from time to time.
- (3) Qualifying grantees that fail to satisfy the requirements for recertification shall cease to be eligible and shall be denied further participation in affordable housing programs until the requirements of the county and the MFA are satisfied.

(h) *Compliance with the law.* Qualifying grantee shall provide the county with any certifications or other proof that it may require in order for the county and the MFA to confirm that the qualifying grantee and the qualifying grantee's proposed project are in compliance with all applicable Federal, State, and local laws, rules and ordinances.

(i) *County grant requirements.*

- (1) The county is authorized to make housing assistance grants under the Act. Upon determination that the county will make a housing assistance grant, including the use of any affordable housing funds, the county shall provide the MFA with the following:
 - a. Documentation that confirms that the county has an existing valid affordable housing plan;
 - b. In the event the county determines that an ordinance will be required for the authorization of a housing assistance grant may be provided to MFA for review.
- (2) Prior to the submission of the ordinance to the council, the council must approve the budget submitted by the applicant.
- (3) An ordinance authorizing the county to make a housing assistance grant and/or distribute affordable housing funds:
 - a. Must authorize the grant, including use of affordable housing funds, if any;
 - b. Must state the requirements and purpose of the grant;
 - c. Must authorize the transfer or disbursement to the qualifying grantee only after a budget is submitted to and approved by the council;
 - d. Must require, as a condition of grant approval, proof of compliance with all applicable state and local laws, rules and ordinances;
 - e. Must contain provision stating that the contribution authorized by the ordinance is consistent with the county affordable housing plan or housing elements in the county strategic leadership plan; and
 - f. May provide for matching or using local, private or Federal funds either through direct participation with a Federal agency pursuant to Federal law or through indirect participation through the MFA.
- (4) The county, in its discretion, may also hold any award of affordable housing funds or any housing assistance grant made by the county in suspense pending the issuance by the county of any RFP or pending the award of the affordable housing funds or of the housing assistance grant by the county to the qualifying grantee without the issuance of an RFP by the county. Any award of affordable housing funds or a housing assistance grant by the county shall subject the qualifying grantee of the award or grant to the oversight of the county and the MFA under applicable state laws, rules, or county ordinances.

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- (j) *State housing assistance grants.* All housing assistance grants from the State pursuant to the Act shall be appropriated to the Department of Finance and Administration for disbursement by the MFA to a qualifying grantee consistent with the rules adopted by the MFA for whatever program to which the grant is applicable and consistent with the Act. In the event that the MFA does not currently have a program in place which is consistent with the terms of any grant being made by the State, then the MFA, in its discretion may create a program to fulfill the terms of the grant and shall adopt rules consistent with the Act. Such rules may include provisions for matching or using local, private, or Federal funds in connection with a specific grant, but matching or using Federal funds shall not be prohibited.

(Ord. No. 02-281, § 5, 5-1-2018)

Sec. 14-254. Discrimination prohibited.

The development, construction, occupancy and operation of an affordable housing program or an affordable housing project financed or assisted under the Act shall be undertaken in a manner consistent with principles of nondiscrimination and equal opportunity and the county shall require compliance by all qualifying grantees with all applicable Federal and State laws and regulations relating to affirmative action, non-discrimination, and equal opportunity.

(Ord. No. 02-281, § 5, 5-1-2018)

Sec. 14-255. Administration.

The county shall administer any affordable housing programs in accordance with provisions of the Act, the rules, this chapter and articles, any applicable state and Federal laws and regulations as each of which may be amended or supplemented from time to time. The county, in establishing, funding and administering the affordable housing programs and by making, executing, delivering and performing any award, contract, grant or any other activity or transaction contemplated by the Act, shall not violate any provision of law, rule or regulation or any decree, writ, order, injunction, judgment, determination or award and will not contravene the provisions of or otherwise cause a default under any of its agreements, indentures, or other instruments to which it may be bound.

(Ord. No. 02-281, § 5, 5-1-2018)

DIVISION 2. HOUSING REHABILITATION PROGRAM

Sec. 14-256. Authority.

- (a) *Loan origination.* The county is authorized to originate deferred payment loans directly to low income households and very low income households in accordance with the requirements of this division and the program rules, regulations and construction standards approved by the council and the New Mexico Mortgage Finance Authority. The deferred payment loans shall be made to income qualified households under one of three qualifying housing rehabilitation programs.
- (b) *Qualifying housing rehabilitation programs.*
- (1) *Emergency repair program.* Origination of deferred payment loans to income qualified households to fund improvements of urgent need which directly correct immediate health, safety or sanitation hazards to owner-occupied homes is authorized.

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- (2) *General housing repair program.* Origination of deferred payment loans to income qualified households to fund improvements necessary to bring owner-occupied homes into compliance with county building codes and rehabilitation standards is authorized. Aging-in-place improvements are allowable improvements under this program.
 - (3) *Energy conservation program.* Origination of deferred payment loans to income qualified households to fund improvements which will substantially reduce energy consumption and operating costs of owner-occupied homes is authorized.

(Ord. No. 02-248, § 3, 9-30-2014)

Sec. 14-257. Definitions.

Affordability period means that amount of time represented by the term of a mortgage which secures a deferred payment loan made from county funds to a very low income household or low income household holding title to a home they occupy and which shall equal the following time periods:

- (1) With a deferred payment loan from \$1,500.00 to \$14,999.00, then the affordability period shall be ten years;
- (2) With a deferred payment loan from \$15,000.00 to \$45,000.00, then the affordability period shall be fifteen years.

Aging-in-place improvement means a home modification which allows seniors to live in their homes independently regardless of age or ability.

Deferred payment loan is a non-amortizing loan, meaning that no payments are due during the loan term until the property is sold, vacated or where the title is otherwise transferred to a household who does not qualify for the program.

Emergency repair is an improvement determined to be necessary by the county building official to remove an immediate threat to the health, safety and welfare of the owner-occupants of the home.

Energy conservation improvement means an improvement which reduces the amount of gas and electric consumed in the owner-occupied home, thereby lowering the home's operating costs.

General repair means an improvement determined to be necessary by the county building official to bring a home into compliance with the county building code, and an aging-in-place improvement.

Loan review committee is an advisory committee appointed by the county manager to work on the review and analysis of loan applications and to provide recommendations on deferred payment loan approvals to the county manager, who will make the final approvals.

Low income household means a household earning less than 80 percent of the Los Alamos County Area Median Income, as calculated by the United States Department of Housing and Urban Development, prior to its downward cap adjustment to the national low income limit.

MFA is the New Mexico Mortgage Finance Authority.

Program means the Los Alamos County Housing Rehabilitation Program.

Seniors refers to individuals at or over the age of 65 years old.

Total subsidy is the combination of financial assistance received by a recipient from the county, the MFA and Federal funding sources.

Very low income household means a household earning less than 50 percent of Los Alamos County Area Median Income, as defined by the United States Department of Housing and Urban Development.

(Ord. No. 02-248, § 3, 9-30-2014; Ord. No. 02-256, § 28, 7-7-2015; Ord. No. 02-262, § 2, 3-8-2016)

Sec. 14-258. Total subsidy available by program.

- (a) Emergency repair program provides zero percent deferred payment loans from county funds to very low income households and provides interest bearing deferred payment loans to low income households, up to a maximum program subsidy of \$24,999.00.
- (b) General repair program provides zero percent deferred payment loans from county funds to very low income households and provides interest bearing deferred payment loans to low income households, up to a maximum program subsidy of \$45,000.00.
- (c) Energy conservation program provides zero percent deferred payment loans from county funds to very low income households and provides interest bearing deferred payment loans to low income households, up to a maximum program subsidy of \$14,999.00.

(Ord. No. 02-248, § 3, 9-30-2014; Ord. No. 02-262, § 2, 3-8-2016)

Sec. 14-259. Long term affordability controls.

- (a) County subsidy is provided in the form of a deferred payment loan, secured by a mortgage and note in the amount of the subsidy, which mortgage shall include restrictive covenants that require the recipient to maintain residency of the property during the affordability period.
- (b) The terms of the promissory note and associated requirements will be detailed within program approved policies and procedures and will conform to all requirements of the New Mexico Affordable Housing Act and other applicable state laws.
- (c) The mortgage securing the deferred payment loan is subordinate to all existing mortgages on the property, provided that the loan to value ratio of all the mortgages secured by the property is equal to or less than 100 percent, as determined by county assessor's most recent valuation of the property.

(Ord. No. 02-248, § 3, 9-30-2014; Ord. No. 02-262, § 2, 3-8-2016)

Sec. 14-260. Applicant and property eligibility requirements.

- (a) County subsidy is only provided to residents of the county who are owner-occupants of the home, who are current with existing mortgage(s), all county property taxes and utility bills, and who have a homeowners insurance policy with coverages acceptable to the county.
- (b) County subsidy is only provided to owners of homes whose value is less than the New Mexico Mortgage Finance Authority First Home purchase price limit for Los Alamos County. Value shall be established by county assessor's most recent valuation of the property.
- (c) County subsidy is only provided to an applicant who has not received a county subsidy during the past ten years.

(Ord. No. 02-248, § 3, 9-30-2014; Ord. No. 02-262, § 2, 3-8-2016)

Sec. 14-261. Establishment of loan review committee and loan approval.

A loan review committee is established to serve as an advisory committee to the program. This committee shall consist of three or five members with knowledge of housing rehabilitation, construction and finance and shall

provide review and analysis to the county manager for all proposed deferred payment loan approvals which use county funds. All loan applications will be reviewed against the standards mandated under the housing rehabilitation program policies and procedures, as approved by MFA, and other applicable Federal or state lending eligibility criteria. All loan reviews by the loan committee will be conducted with the assistance and oversight of county staff and/or contracted third party staff.

(Ord. No. 02-248, § 3, 9-30-2014; Ord. No. 02-262, § 2, 3-8-2016)

Sec. 14-262. County and homeowner responsibility for program execution.

- (a) *County is responsible for the following tasks:* Accepting applications; maintaining a waiting list; making a preliminary determination of recipient eligibility for county, MFA and Federal assistance programs; recommending a total financing plan for the work; preparing and submitting applications for assistance under county, MFA and Federal assistance programs; evaluating and approving loan applications for county subsidy; preparing work write-ups and bid packages for distribution to contractors; preparing cost estimates and determining cost reasonableness of received bids; preparing a construction agreement between the selected contractor and the homeowner; and inspecting work and approving draw requests.
- (b) *Homeowner is responsible for the following:* Making preliminary and final determination of work to be performed; selection of contractors from county approved subcontractor list to whom bid packages will be sent; selecting the contractor to perform the work; executing a construction agreement with selected contractor; and complying with the terms of any notes, mortgages and restrictive covenants executed as a condition of receiving subsidies from the county and/or other sources.

(Ord. No. 02-248, § 3, 9-30-2014; Ord. No. 02-262, § 2, 3-8-2016)

Sec. 14-263. Funds available and received under program.

- (a) Total subsidy offered under this program is subject to the availability of county, MFA and Federal funds. Nothing in this article shall be construed as a promise or an obligation for the county to provide subsidy for any income qualifying household.
- (b) Any funds received under this program shall be retained for the purpose of providing additional loans for housing rehabilitation under this program unless otherwise directed by council.

(Ord. No. 02-248, § 3, 9-30-2014)

Secs. 14-264—14-265. Reserved.

DIVISION 3. HOMEBUYER ASSISTANCE PROGRAM

Sec. 14-266. Authority.

- (a) *Loan origination.* The county is authorized to originate deferred payment loans directly to low income households and very low income households in accordance with the requirements of this division and the program rules and regulations approved by the council and the MFA. The deferred payment loans shall be made to income qualified residential households under this homebuyer assistance program.
- (b) *Qualifying homebuyer assistance program.*

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- (1) *Downpayment and closing costs assistance program.* Origination of loans to income qualified residential households to assist with downpayment and closing costs.

(Ord. No. 02-270, § 1, 2-28-2017)

Sec. 14-267. Definitions.

The following definitions apply to this division unless otherwise provided.

Affordable housing and *affordable housing unit* means residential housing located within the county for households of low and very low income.

Affordability period means that amount of time represented by the term of a mortgage which secures a deferred payment loan made from county funds to a very low income household or low income household holding title to a home they will purchase and occupy as their primary residence and which shall equal the following time periods:

- (1) With a deferred payment loan up to \$14,999.00 then the affordability period shall be ten years;
- (2) With a deferred payment loan from \$15,000.00 to \$25,000.00, then the affordability period shall be 15 years.

Deferred payment loan is a non-amortizing loan, meaning that no payments are due during the loan term until the property is sold, vacated, or where the title is otherwise transferred to another residential household who does not qualify for the program.

Eligible buyer means a household earning less than 80 percent of the Los Alamos County Area Median Income as calculated by the United States Department of Housing and Urban Development, prior to its downward cap adjustment to the national low income limit.

Loan review committee is a committee appointed by the county manager to work on the review and analysis of loan applications, provide recommendations on deferred payment loan approvals to the county manager who will make the final approvals, and to receive appeals from loan applicants regarding loan decisions.

Low income household means a household earning less than 80 percent of the Los Alamos County Area Median Income, as calculated by the United States Department of Housing and Urban Development, prior to its downward cap adjustment to the national low income limit.

MFA is the New Mexico Mortgage Finance Authority.

Program means the Los Alamos County Homebuyer Assistance Program.

Qualifying recipient means a person or persons of low or very low income who is qualified to receive a deferred payment homebuyer assistance loan from the county pursuant to the Act, MFA Rules, this Code Ordinance, and is approved by the county or designated party as a qualifying recipient.

Total subsidy is the combination of financial assistance received by a recipient in the home buyer assistance program only in the form of a deferred payment loan from the county and from other funding sources which may be in various forms.

Very low income household means a household earning less than 50 percent of Los Alamos County Area Median Income, as defined by the United States Department of Housing and Urban Development.

(Ord. No. 02-270, § 1, 2-28-2017)

Sec. 14-268. Total subsidy available by program.

- (a) The program provides zero percent deferred payment loans from county funds to very low income households and provides interest bearing deferred payment loans to low income households up to a maximum program subsidy per property of \$25,000.00.

(Ord. No. 02-270, § 1, 2-28-2017)

Sec. 14-269. Long term affordability controls.

- (a) County subsidy is provided in the form of a deferred payment loan, secured by a mortgage and promissory note in the amount of the subsidy, and/or any other agreement(s) which the county may require.
- (b) The covenants which the county may require include but are not limited to:
 - (i) Require the qualifying recipient or recipients to occupy the affordable housing unit as a primary residence.
 - (ii) Provide adequate security against the loss of public funds or property in the event the qualifying recipient fails to occupy affordable housing unit as a primary residence.
- (c) The terms of the promissory note and associated affordability requirements will be detailed within the homebuyer assistance program approved policies and procedures and will conform to all requirements of the New Mexico Affordable Housing Act and other applicable local, state, or Federal laws and ordinances.
- (d) The mortgage securing the deferred payment loan will be, generally, subordinate to all pre-existing mortgages on the affordable housing unit, provided that the loan to value ratio of all the mortgages secured by the affordable housing unit is equal to 100 percent, as determined by the mortgage lender's appraisal.

(Ord. No. 02-270, § 1, 2-28-2017)

Sec. 14-270. Applicant and property eligibility requirements.

- (a) County subsidy is only provided to residents of the county who are qualified recipients and who have applied, been screened, and subsequently selected to participate in the program.
- (b) County subsidy is only provided within the county to qualified recipients who intend to purchase a home whose value is less than the maximum value established in the program rules and regulations. Value shall be established by mortgage lender's appraisal of the property.

(Ord. No. 02-270, § 1, 2-28-2017)

Sec. 14-271. Establishment of loan review committee, loan approval, and budget.

- (a) A loan review committee is established to serve as an advisory committee to the program. This committee shall consist of three to five members with knowledge of affordable housing, homeownership programs, and finance and shall provide review and analysis to the county manager for all proposed deferred payment loan applications selected for approval and which use county funds. All loan applications will be reviewed against the standards mandated under the homebuyer assistance program policies and procedures, as approved by MFA, and other applicable Federal or state lending eligibility criteria. All loan reviews by the loan committee will be conducted with the assistance and oversight of county staff or designated agent.

(b) The loan review committee shall also receive and review appeals from applicants about the loan review committee's decisions against the homebuyer assistance program policies and procedures. All loan appeal reviews by the loan committee will be conducted with the assistance and oversight of county staff or designated agent.

(c) From time to time, and at least annually, staff who are designated to administer the homebuyer assistance program shall submit a budget to the county council for consideration and approval.

(Ord. No. 02-270, § 1, 2-28-2017)

Sec. 14-272. County and homeowner responsibility for program execution.

The following are the minimal responsibilities of the parties in program execution:

(a) The county or designated agent is responsible for the following tasks: Accepting applications; maintaining a waiting list; making a preliminary determination of recipient eligibility for county and other assistance programs; recommending a total financing plan for the homebuyer; preparing and submitting applications for assistance under county and other assistance programs; evaluating and recommending loan applications for county subsidy; and preparing a mortgage note and other required agreements between the selected applicant and the county. Only the county manager may approve a loan application.

(b) Homeowner is responsible for the following: Completing the homebuyer assistance application; obtaining first mortgage private financing; completing any required homebuyer training program; selecting a home and securing a contract to purchase the home; and in coordination with the county or its agent, executing all required program documents and complying with the terms of any mortgage and promissory note, which mortgage shall include any other agreement(s) which the county may require.

(Ord. No. 02-270, § 1, 2-28-2017)

Sec. 14-273. Funds available under program.

(a) Total subsidy offered under this program is subject to the availability of county and other funding sources. Nothing in this division shall be construed as a promise or an obligation of the county to provide any subsidy for any income qualifying household, individual, or property.

(b) Any funds received by the county under this program for home buyer assistance program loan repayments shall be retained for the purpose of providing additional loans for homebuyer assistance under this program unless otherwise directed by council.

(Ord. No. 02-270, § 1, 2-28-2017)

Secs. 14-274—14-279. Reserved.

DIVISION 4. PUBLIC LAND DISCOUNT OR DONATION FOR AFFORDABLE HOUSING

Sec. 14-280. Authority.

(a) *Conveyance.* The county is authorized to convey improved or unimproved real property directly to qualified recipients or to a builder for subsequent resale or lease to a qualified recipient in accordance with the requirements of this chapter and article and the program rules and regulations approved by the county

council. The county council shall adopt an ordinance authorizing a property conveyance to a builder for resale or lease to a qualified recipient or a property conveyance to a qualified recipient directly.

(b) *Donation and discount.*

- (1) A donation of the fair market value of the real property is only authorized under a sale to a builder for resale or lease to a qualified recipient whose income is below 60 percent area median income as defined by HUD, adjusted for household size, or under a sale directly to the qualified recipient whose income is below 60 percent area median income as defined by HUD adjusted for household size.
- (2) A discount of the fair market value of the real property is only authorized under a sale to a builder for resale or lease to a qualified recipient whose income is defined by HUD as low income, adjusted for household size, or under a sale directly to the qualified recipient whose income is defined by HUD as low income, adjusted for household size.
- (3) A donation of the fair market value of the real property is only authorized under a sale to a builder for lease to a qualified recipient whose income is defined by HUD below 60 percent area median income, adjusted for household size.

(Ord. No. 02-281, § 6, 5-1-2018)

Sec. 14-281. Definitions.

In addition to the other definitions in this article or chapter, the following definitions apply to this division unless otherwise provided.

- (a) *Affordability period* means that amount of time represented by the term of a mortgage during which only a qualified recipient or builder may hold title to or lease of real property conveyed by the county under authority of this chapter and article and shall not be less than the following time periods:
 - (1) With a donation or discount from \$1.00 to \$14,999.99, then the affordability period shall be five years;
 - (2) With a donation or discount from \$15,000.00 up to and including \$40,000.00, then the affordability period shall be ten years;
 - (3) With a donation or discount from \$40,001.00 up to and including \$100,000.00, then the affordability period shall be 15 years;
 - (4) With a donation or discount from \$100,001.00 up to and including \$200,000.00, then the affordability period shall be 20 years;
 - (5) With a donation or discount from \$200,001.00 up to and including \$300,000.00, then the affordability period shall be 25 years; and
 - (6) With a donation or discount greater than \$300,001.00, then the affordability period shall be 30 years.
- (b) *Builder* shall mean an individual or entity licensed by the State of New Mexico Construction Industries Division as a general contractor to construct residential housing. The term "builder" shall also include an individual that satisfies the requirements of a qualified recipient or a non-profit or for-profit organization that agrees to sell or rent to a household(s) that satisfies the requirements of a qualified recipient, provided that such individual or organization contracts with a general contractor licensed in the State to construct residential housing.
- (c) *Discount* is that amount of money equal to the difference between the fair market value of the property and the cash received by the county at the time of sale of the property, which difference is

represented by the promissory note payable to the county by a builder or qualified recipient and which difference is intended to be forgiven by the county at the end of the affordability period in accordance with this chapter and article and the program rules and regulations in order to assist low income qualified recipients in obtaining affordable housing in the county.

- (d) *Donation* is that amount of money equal to the fair market value of the property as represented by the promissory note payable to the county by the builder or qualified recipient and which is intended to be forgiven by the county at the end of the affordability period in accordance this chapter and article and the program rules and regulations in order to assist qualified recipients of below 60 percent area median income as defined by HUD obtaining affordable housing in the county.
- (e) *Program* is the land donation and land discount program authorized in this chapter and article.
- (f) *Qualified recipient* is an individual or group of individuals who qualify as a household under HUD regulations whose income is less than 80 percent of the area median income, adjusted for household size, as defined by HUD in the granting of a discount by the county or whose income is less than 60 percent of the area median income, adjusted for household size, as defined by HUD in the granting of a donation by the county.

(Ord. No. 02-281, § 6, 5-1-2018)

Sec. 14-282. Conveyance to builder.

- (a) A sale of real property may be made by a quit claim deed to a builder upon payment to the county of the appraised value of the property less the donation or discount amount determined by the county. The builder shall execute a promissory note and a mortgage on the property securing the promissory note for the donation or discount amount. The builder shall pay in cash or certified funds for the appraised value of the property not included in the promissory note.
- (b) The mortgage will include restrictive covenants that the property will only be resold or leased to a qualified recipient during the affordability period.
- (c) If the real property is conveyed with improvements such improvements shall qualify as a fixture under New Mexico law.
- (d) A mortgage on the property being conveyed may only be subordinate to a mortgage securing a construction loan or remodel loan.
- (e) Before a conveyance may be made, the builder shall comply with all contractual and pre-approval requirements of the program to the county's satisfaction.
- (f) The builder shall resell or lease the property conveyed by the county under this program to qualified recipients in accordance with the program's rules and regulations.
- (g) Satisfaction of the promissory note and a release of the mortgage on the property shall only be made upon:
 - i) payment in full of the promissory note payable to the county and conveyance of the property from the builder to a qualified recipient in accordance with the restrictive covenants and the program's rules and regulations; ii) acceptance by the county of a new promissory note and mortgage from the qualified recipient covering the donation or discount amount; and, iii) receipt by the county of any difference between the donation or discount amount granted to builder and the amount of the new promissory note granted to the qualified recipient. If the property was legally subdivided by the builder and conveyance of a subdivided lot is made to a qualified recipient, the county may issue a partial satisfaction of the promissory note and a partial release of the mortgage in accordance with the program's rules and regulations.

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- (h) When the mortgage term expires and the builder is not otherwise in default of any provision of the note, mortgage or program contract with the county, the county shall indicate full satisfaction of the promissory note by forgiveness of the amount owed and release the mortgage on the property.

(Ord. No. 02-281, § 6, 5-1-2018)

Sec. 14-283. Conveyance to qualified recipient.

(a) *Sale to qualified recipient.*

- (1) A sale of real property may be made by a quit claim deed to a qualified recipient upon payment to the county of the appraised value of the property less the donation or discount amount determined by the county. The qualified recipient shall execute a promissory note and a mortgage on the property securing the promissory note for the donation or discount amount. The qualified recipient shall pay in cash or certified funds for the appraised value of the property not included in the promissory note.
- (2) The mortgage shall include restrictive covenants that the property shall only be resold or leased to a qualified recipient and that only a qualified recipient shall maintain residency on the property during the affordability period.
- (3) If the real property is conveyed with improvements such improvements shall qualify as a fixture under New Mexico law.
- (4) A mortgage on the property being conveyed may only be subordinate to a first purchase money mortgage.
- (5) Before a conveyance may be made, the qualified recipient shall have complied with all requirements of the program to the county's satisfaction as provided in the program's approved rules and regulations.
- (6) A promissory note is assumable by and mortgage is assignable to another qualified recipient during the term of the affordability period provided as the term in the mortgage with prior approval of the county.
- (7) When the mortgage term expires and the qualified recipient is not otherwise in default of any provision of the note or mortgage, the county shall indicate full satisfaction of the promissory note by forgiveness of the amount owed and release the mortgage on the property.

- (b) *Lease to qualified recipient.* A builder may lease or rent for one or more years the property only to a qualified recipient during the affordability period provided as the term of the mortgage. The lease or rental agreement may charge a monthly rental fee of no more than the affordable rent amount as determined in the program's rules and regulations.

(Ord. No. 02-281, § 6, 5-1-2018)

Sec. 14-284. Funds received under program.

Any funds received under this program shall be retained for the purpose of providing additional affordable housing under this program unless otherwise directed by council.

(Ord. No. 02-281, § 6, 5-1-2018)

Secs. 14-285—14-299. Reserved.