23rd NAVAJO NATION COUNCIL
LEGISLATION SPONSORSHIP WITHDRAWAL

I, LoRenzo Bates**, Primary Sponsor of proposed legislation hereby withdraw my sponsorship of the proposed legislation. The legislation tracking number is** 0248-17

If there are any co-sponsors, they may re-sponsor the same bill by beginning a new legislation.

SPONSOR SIGNATURE: [signature]

DATE: 8-15-17

LEGISLATIVE SUMMARY SHEET
Tracking No. 0248-17

DATE: June 28, 2017

TITLE OF RESOLUTION: AN ACTION RELATING TO BUDGET AND FIANANCE AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING THE CONTRACT BETWEEN THE STATE OF UTAH DEPARTMENT OF WORKFORCE SERVICES, SINGLE FAMILY REHABILITATION AND RECONSTRUCTION, AND THE UTAH NAVAJO COMMISSION IN THE AMOUNT OF $292,600.00 FROM THE OLENE WALKER HOUSING LOAN FUND, FOR THE CONTRACT PERIOD COMMENCING JANUARY 26, 2017 AND TERMINATING ON DECEMBER 31, 2018 TO CONSTRUCT SEVEN HOUSING UNITS ON THE NAVAJO NATION IN SOUTHERN SAN JUAN COUNTY, UTAH AND ACCEPTING A REDUCED INDIRECT COST RATE FOR ADMINISTRATIVE COSTS AT $26,600.00

PURPOSE: This resolution if approved, will approve the Contract between the State of Utah Department of Workforce Services, Single Family Rehabilitation and Reconstruction, and the Utah Navajo Commission in the amount of $292,600.00 from the Olene Walker Housing Loan Fund, for the contract period commencing January 26, 2017 and terminating on December 31, 2018 to construct seven two or three bedroom housing units on the Navajo Nation.

This written summary does not address recommended amendments as may be provided by the standing committee. The Office of Legislative Counsel requests each committee member to review the proposed legislation in detail.

5-DAY BILL HOLD PERIOD: [signature]
Website Posting Time/Date: 6:31pm 7/5/17
Posting End Date: 7/10/17
Eligible for Action: 7/11/17

Budget & Finance Committee

THENCE

Naa'bik'íyáti' Committee

PROPOSED STANDING COMMITTEE RESOLUTION

23RD NAVAJO NATION COUNCIL—Third Year, 2017

INTRODUCED BY

[signature] Dwight Witherspoon

Primary Sponsor

TRACKING NO. 0248-17

AN ACTION

RELATING TO BUDGET AND FIANANCE AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING THE CONTRACT BETWEEN THE STATE OF UTAH DEPARTMENT OF WORKFORCE SERVICES, SINGLE FAMILY REHABILITATION AND RECONSTRUCTION, AND THE UTAH NAVAJO COMMISSION IN THE AMOUNT OF $292,600.00 FROM THE OLENE WALKER HOUSING LOAN FUND, FOR THE CONTRACT PERIOD COMMENCING JANUARY 26, 2017 AND TERMINATING ON DECEMBER 31, 2018 TO CONSTRUCT SEVEN HOUSING UNITS ON THE NAVAJO NATION IN SOUTHERN SAN JUAN COUNTY, UTAH AND ACCEPTING A REDUCED INDIRECT COST RATE FOR ADMINISTRATIVE COSTS AT $26,600.00

BE IT ENACTED:

SECTION ONE. AUTHORITY

A. The Budget and Finance Committee is a standing committee of the Navajo Nation Council and is empowered to authorize, review, approve and accept agreements, including contracts and grants, between the Navajo Nation and any federal, state or regional authority upon the recommendation of the standing committee which has oversight over the division, department or program which has applied for the agreement, or upon recommendation of the Chapter." 2 N.N.C. §§ 300 (A) and 301 (B)(15).

B. The Navajo Nation established the Naabik'íyáti' Committee as a Navajo Nation Council standing committee and empowered the committee to "authorize, review, approve and accept any and all contracts, grants and associated budgets with the United States, its departments and agencies for the implementation of the Indian Self-Determination and Education Assistance Act, as amended upon recommendation of the standing committee which has oversight of the division, department or program applying for the contract and/or grant." 2 N.N.C. §§ 164 (A), 700 (A) and 701 (A)(12) (2012).

C. The Naabik'íyáti' Committee may waive such costs when it determines it is in the best interests of the Navajo Nation and when the "division, department or program requesting the waiver demonstrates a statutory and/or regulatory requirement that limits the indirect cost or administrative cost rate available for a particular grant or contract, or ... [t]here is a showing of necessity and a commitment of available general funds by the division, department or program requesting the waiver which is available to offset the loss in indirect costs or administrative costs." 2 N.N.C. § 701 (A)(10)(a) and (b).

SECTION TWO. FINDINGS

A. The Navajo Utah Commission is a subcommittee of the Naabik'íyáti' Committee of the Navajo Nation Council through Resolution IGRJN-134-92.

B. The Navajo Utah Commission has previously requested and awarded funding through the State of Utah Department of Workforce Services, Single Family Rehabilitation and Reconstruction in the amount of $269,500.00 from the Olene Walker Housing Loan Fund in 2012 and was approved through Resolution BFD-62-12.

C. The Olene Walker Housing Loan Fund Board met at the quarterly board meeting held on Thursday, January 26, 2017 and approved funding in the amount of $292,600.00 for the construction of the Chapter Homes 2017 as represented by Navajo Utah Commission. Letter from Mr. Daniel Herbert-Voss to Navajo Utah Commission attached as **Exhibit A** and the Navajo Utah Commission Resolution NUCFEB-700-17 is attached as **Exhibit B**.

D. The Navajo Utah Commission is requesting the Contract between the State of Utah Department of Workforce Services, Single Family Rehabilitation and Reconstruction, and the Utah Navajo Commission in the amount of $292,600.00 from the Olene Walker Housing Loan Fund, for the contract period commencing January 26, 2017 and terminating on December 31, 2018 to construct seven two or three bedroom housing units on the Navajo Nation. Contract is attached as **Exhibit C** and budget forms attached as **Exhibit D**.

SECTION THREE. APPROVING INDIRECT COST WAIVER

Pursuant to 2 N.N.C. § 701 (A)(10)(a) and (b), the Naabik'íyáti' Committee hereby approves the Navajo Utah Commission's request to waive the indirect cost rate of 17.18% to the maximum of $26,600.00 available for administrative costs set forth in the Contract attached as **Exhibit C**, Attachment D-Scope of Work.

SECTION FOUR. APPROVING CONTRACT

A. The Navajo Nation hereby approves the Contract between the State of Utah Department of Workforce Services, Single Family Rehabilitation and Reconstruction, and the Utah Navajo Commission in the amount of $292,600.00 from the Olene Walker Housing Loan Fund, for the contract period commencing January 26, 2017 and terminating on December 31, 2018 to construct seven two or three bedroom housing units on the Navajo Nation, attached as **Exhibit C**.

B. The Navajo Nation hereby authorizes the Speaker of the Navajo Nation Council or its designee to execute any and all documents to effectuate the intent of this resolution.

EXHIBIT A

State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of Workforce Services

JON S. PIERPONT
Executive Director

CASEY R. CAMERON
Deputy Director

GREG PARAS
Deputy Director

January 31, 2017

Navajo Utah Commission
ATTN: Clarence Rockwell, Executive Director
P.O. Box 570
Montezuma Creek, UT 84534

SUBJECT: **OWHLF Grant Application – Navajo Utah Commission** (Montezuma Creek, UT)
OWHLF Grant(s) – **Chapter Homes 2017** (State LIH Funds)

Dear Mr. Rockwell:

The Olene Walker Housing Loan Fund Board (the "Board") met at the quarterly board meeting held on Thursday, January 26, 2017, and approved funding in the amount of $292,600.00 for the construction of the **Chapter Homes 2017** as represented by **Navajo Utah Commission**. The Board approved the grant funds from state low-income housing ("LIH") program funds within the provisions of the Federal Home Investment Partnerships ("HOME") Program in accordance with 24 CFR Section 92 as amended, the provision of funds which is conditional upon all other funding sources as listed in the submitted *OWHLF Single Family Application* (the "Application") being obtained. The total grant amount of $292,600 will be provided under the following conditions as approved by the Board:

- OWHLF funding contingent on completion and closeout of prior NUC Chapter Homes contract #13-1778.
- OWHLF funding contingent on award of matching Utah Navajo Revitalization Funds of $245,000.
- Funding of $38,000 per applicant for a total of seven applicants – one applicant from each Chapter.
- OWHLF staff to work closely with NUC to qualify individual applicants for each subgrant – specifically for approved households at or below 30% AMI for household size in San Juan County.
- Administrative funding of $26,600 to be used on a reimbursement basis only for contract-related administrative expenditures.

All other funding sources as identified in the Application must be secured before construction begins. Funds for construction are contingent upon securing materials and outside labor costs in a competitive open bidding process, or demonstrating competitive pricing using an industry-accepted cost estimating standard such as RSMeans. Please be aware that an OWHLF staff member must participate in the pre-construction conference (in person or by teleconference) with the developer, contractor, and other local officials, and may complete on-site construction inspections at any point prior to project completion, and a final construction inspection prior to final closeout and final payout of OWHLF funds. Our office will need two weeks' notice for the date of the pre-construction conference, which I, or another OWHLF staff member to be designated, will participate in. **Failure to comply with this requirement could lead to in forfeiture of previously-awarded OWHLF funds**.

The Olene Walker Housing Loan Fund has a policy as described in the *2016-2017 Program Guidance and Rules* that requires all multifamily projects receiving OWHLF assistance to be either Energy Star 3.0 certified or obtain a HERS score at least 15% better than required by current building codes. In some unusual situations, a waiver can be granted. Please work with the independent Energy Star/HERS Certifier as design drawings and specifications are developed. Your project may qualify for an Energy Star rebate from Rocky Mountain Power and/or Questar Gas, if your project is located in their service area(s). Other regional and/or rural utility companies outside of Rocky Mountain Power's/Questar Gas's service areas may also offer Energy Star rebates – please check with them for information.

The attachments, listed below, to this letter are all items that must be submitted before the contract can be issued and the grant funds drawn. These items should be submitted by regular mail to DWS-HCDD, ATTN: Daniel Herbert-Voss, 1385 South State Street, Fourth Floor, Salt Lake City, UT 84115, or submitted electronically (preferred) by scanning and emailing to dhvoss@utah.gov.

Finally, let us remind you of the Board's charge to developing agencies to create new housing capacity. With the high demand for low-income affordable housing throughout Utah, OWHLF staff and the Board will continue to target future applications that meet this need over the acquisition/rehabilitation of existing affordable-housing projects, which is also reflected in the scoring process as listed in the *2016-2017 Program Guidance and Rules*.

If you have any questions, or need assistance with any of the forms, please contact me by phone at (801) 468-0042 or by e-mail at dhvoss@utah.gov.

Thank you,

Daniel Herbert-Voss

Daniel Herbert-Voss
Multifamily Housing Program Specialist
Department of Workforce Services

ec: Shelli Glines (HCDD) Lori Poll (HCDD)
Steve Fox (HCDD)

Attachments:
- Copy of Approved Conditional Project Commitment Agreement Form
- Checklist – Required Documentation Needed Prior to Contract Execution/ Additional Required Application Documentation
- Checklist – Required Documentation Needed Prior to Loan Closing
- Exhibit C – Contractor Qualification Questionnaire

State Of Utah – Department of Workforce Services
Housing and Community Development Division
Olene Walker Housing Loan Fund

Additional Documentation Required Prior to Contract Execution

Once the OWHLF Board has approved funding for your project, there may be additional conditions that may be required prior to actual funding and execution of a contract with HCDD. Within a week of the quarterly board meeting, award letters and copies of the *Conditional Project Commitment Agreements* (the *Agreement*) will be sent to all project developers/owners whose projects were approved for funding. The letter and the *Agreement* will specifically list those conditions that must be completed prior to actual funding, and the *Agreement* needs to be signed by the project owner and a copy returned to our office, along with the following items, unless already submitted with your original application:

1. **Non-profit organization** - please provide a copy of the IRS-issued 501(c)(3) letter (if not already submitted with the original application).
2. **Copy of the Articles of Incorporation** – this should specify your organization's mission regarding the development and/or management of affordable housing.
3. **Legal name of the organization** – the name the organization is known by on all organizational documents, as this will be the name the HCDD contract is issued under.
4. **Tax ID number** – our office must have this number prior to contract execution or the release of any awarded OWHLF funds.
5. **CHDO Set-Aside Funds** – if your organization is a Community Housing Development Organization (CHDO), please indicate clearly what role your organization will have in the completion and operation of the project to qualify for specific funds set aside for CHDOs.
6. **Existing Entity** – please provide a current copy of your organization's Certificate of Existence/Good Standing (this certificate can be obtained on-line through the Utah Department of Commerce's Division of Corporations and Commercial Code at www.corporations.utah.gov)
7. **New Entity** – if you are a new organization applying for OWHLF funds, a state vendor number is required for processing payouts. Our office will facilitate obtaining this number if you will complete and submit the Attachment D form provided.

For further information and details, please review the OWHLF *2015-2016 Program Guidance & Rules*, which is available on-line at http://jobs.utah.gov/housing/owhlf/reports. If you have any questions or need additional assistance, please contact Daniel Herbert-Voss at 801-486-0042 or dhvoss@utah.gov to discuss.

A documentation checklist (Attachment E) is also provided for your convenience with a signature and date line.

ATTACHMENT D

STATE VENDOR NUMBER REQUEST FORM

Name of Organization: ____

Contact Person: ____

Address: ____

City: ______________________________

State: __________ ZIP Code: __________

Organization Phone: ______________________

FAX Number: ______________________

Contact Person Phone: ______________________

Email Address: ____

Classification of Organization:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation
____ Limited Liability Corporation
____ Trust
____ Foreign Organization
____ State Government Agency
____ Other Government Agency

____ Other: ____

Tax ID Number: ____

____

Signature

____

Title

____

Date

ATTACHMENT E

REQUIRED DOCUMENTATION NEEDED PRIOR TO CONTRACT EXECUTION
OLENE WALKER HOUSING LOAN FUND
MULTIFAMILY RENTAL PROJECTS

All of the following items are required to be submitted prior to contract execution. If an item is not applicable to your project, please indicate by checking the box under the "Check for 'N/A' or 'No'" column. If the item is not applicable, please write "N/A" next to the box, and submit the completed information in a tabbed binder.

	Documentation Item	Check for "Yes"	Check for "N/A" or "No"
1	Copy of IRS Section 510(c)(3) letter (for non-profit organizations)	☐	☐
2	Articles of Incorporation	☐	☐
3	Legal name of the Project Owner: ______________________________		
4	Tax ID Number for Project Owner: ______________________________		
5	Are you using Community Housing Development Organization (CHDO) funds?	☐	☐
6	If an existing entity, please submit a statement from the State that you are in good standing.	☐	☐

<u>A contract cannot be issued until HCDD receives the Tax ID number and the Articles of Incorporation.</u>

ADDITIONAL REQUIRED APPLICATION DOCUMENTATION – MULTIFAMILY RENTAL PROJECTS

The following items were required to be submitted with your loan application. If the box is blank, the item was not submitted with the loan application, and your contract will not be issued until received.

	Documentation Item	Check for "Yes"	Check for "N/A" or "No"
1	Disclosure to Seller with Voluntary Arm's Length Purchase Offer letter signed by the seller or proof of delivery	☐	☐
2	Signed certification of delivery, General Information Notice to Tenants	☐	☐
3	Copy of the rent roll as of the date of loan application	☐	☐
4	If you are awarded Federal HOME funds, you need to provide a written statement that indicates if the HOME units are fixed [specific unit(s) are designated as HOME unit(s)] or floating [none designated; can change].	Fixed ☐	Floating ☐

Signature ______________________________ Title ____________________ Date ____________

Last Updated November 5, 2013

EXHIBIT C

STATE OF UTAH – DEPARTMENT OF WORKFORCE SERVICES
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
OLENE WALKER HOUSING LOAN FUND

CONTRACTOR QUALIFICATION QUESTIONNAIRE

1. FIRM NAME ______________________________

2. ADDRESS ______________________________

3. PHONE ______________________________

4. PRINCIPAL OWNER'S NAME ______________________________

5. STATE CONTRACTOR'S LICENSE # ______________________________

6. FEDERAL I.D. #______________ OR S.S. #______________

8. MY COMPANY IS A: GENERAL ______________ SUBCONTRACTOR______________

9. WHAT IS YOUR GENERAL OR SUB BID LIMIT?______________

10. INFORMATION ABOUT YOUR MANPOWER & OFFICE: # OF EMPLOYEES______________

    OFFICE ADDRESS ______________________________

11. WHAT SPECIFIC TYPE OF CONSTRUCTION WORK ARE YOU INTERESTED IN?

    ____

12. WOULD YOUR FIRM BE ABLE TO BE BONDED IF REQUIRED? YES__________ NO __________

13. LIST 3 OF YOUR MOST RECENT JOBS INCLUDING NAME, ADDRESS & COMPLETION DATE (PHONE # IF POSSIBLE)

NAME OF PROJECT	ADDRESS	COMPLETION DATE	CONTACT PHONE NUMBER

14. WHO IN YOUR COMPANY IS AUTHORIZED TO SIGN DOCUMENTS, PICK UP CHECKS & SUBMIT BIDS ON THE REHAB JOBS?______________________________

15. NAME, ADDRESS AND PHONE # OF YOUR LIABILITY INSURANCE COMPANY AND WHAT IS THE AMOUNT OF THE COVERAGE?

INSURANCE COMPANY	AGENT	LIABILITY COVERAGE	
NAME		BODILY INJURY	PROPERTY DAMAGE
ADDRESS		$	$
PHONE #			

16. HOW LONG HAVE YOU HAD YOUR CONTRACTOR LICENSE IN THE STATE OF UTAH?______________

OWHLF Funding Approval for January 2017 Board Meeting - NUC 2017 Chapter Homes

Daniel Herbert-Voss <dhvoss@utah.gov>

Tue 1/31/2017 12:15 PM

To:Clarence Rockwell <crockwell@navajo-nsn.gov>; Stephanie M. Holly <sholly@navajo-nsn.gov>;

Cc:Shelli Glines <sglines@utah.gov>; Lori Poll <lpoll@utah.gov>; Steven Fox <smfox@utah.gov>;

5 attachments

NUC Chapter Homes Underwriting-Commitment (As Approved).pdf; NUC LIH Funds Grant Approval Letter (01-31-2017).pdf; Contract Execution Instructions (01-13-16) - Website.docx; OWHLF MF Loan Closing Checklist (01-13-16).xlsx; Exhibit C - Contractor Qualification Questionnaire (01-26-15).docx;

Dear Clarence and Stephanie:

Congratulations! Your project was approved for funding at the January 26, 2017 OWHLF quarterly board meeting. Please find attached a notice of funding letter specifying the source of funds (Federal HOME or state LIH), a copy of the completed OWHLF *Single Family Conditional Project Commitment Agreement*, and the documents needed to begin the contract execution and loan closing process.

If you could sign the *Conditional Project Commitment Agreement* and return a copy to our office, I would greatly appreciate it.

Please let me know if you have any questions.

--
Daniel Herbert-Voss
Multifamily Housing Program Specialist
State of Utah - Workforce Services
Housing and Community Development Division
1385 South State Street, Fourth Floor, Salt Lake City, UT 84115-5403
Hours: 6:00 am - 4:00 pm Mon-Thur
801-468-0042

SINGLE FAMILY PROJECT COMMITMENT AGREEMENT

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment, approval, or receipt of Federal HOME funds by the State of Utah, Housing and Community Development Division - Olene Walker Housing Loan Fund of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58, may occur only upon satisfactory completion of an environmental review and any other applicable Federal requirements such as the Fair Housing requirements as outlined in the Civil Rights Acts of 1964 and 1968, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990; Section 3 of the Housing and Urban Development Act of 1968; the Uniform Relocation Act of 1970 and/or Section 104(d) of the Housing and Community Development Act of 1974; and the Davis-Bacon Act of 1931. The parties further agree that the provisions of any funds to the project is conditional on the State of Utah, Housing and Community Development Division determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review and HUD clearance and approval, which applies to any Federal HOME or Rural Development funds, or any State funds that are going to be used as match for the HOME program. DEVELOPER MAY NOT UNDERTAKE OR COMMIT ANY FUNDS TO PHYSICAL, OR CHOICE-LIMITING ACTIONS, INCLUDING PROPERTY ACQUISITION, DEMOLITION, MOVEMENT, REHABILITATION, CONVERSION, REPAIR OR CONSTRUCTION PRIOR TO THE ENVIRONMENTAL CLEARANCE. This signed Commitment is good for one (1) year from date of award as outlined in the 2016-2017 Program Guidelines & Rules.

VIOLATION OF THIS PROVISION MAY RESULT IN THE DENIAL OF FUNDS UNDER THIS AGREEMENT.

FOR STATE USE: FUNDING SOURCE (Loan Prefix)	FEDERAL HOME/RD (HMC, HME, HMP, RDL, RDP)		MATCH (SMH, SMP, SMR)	STATE LIH (WHE, WHP)	DATE OF BOARD MTG	Thursday, January 26, 2017		SET ASIDE: RFP CHDO GENERAL
Project/ Address/City/County Developer	**Project Total Costs- OW Requested Terms- Type of Const**		**Project Aggregate AMI**	**Total Units- LI Units- App Fraction**	**Total $/Unit- OWHLF $/Unit- Land $/Unit**	**OWHLF Score (Max 100)**	**Fed LIHTC?- Price/$1 TC- Investor**	**Funding Source/Amount/Rate/Term** (% / Yrs)
NUC Chapter Homes 2017	$526,113		30.00%	7	$75,159	54	No	Owner Equity: None; OWHLF Grant: $292,600
Navajo Nation Reservation	0 yrs	New			$41,800		N/A	
Montezuma Creek San Juan	**HOME/LIH-Asst'd Units**		**OWHLF**	7	$0.00	**HCC per Ft²**	N/A	Grants: Utah Navajo Revitalization I $245,000
Navajo Utah Commission	St HOME / Other PJ / St LIH		**Leveraging**		**TDC per Ft²**	$62.46	**Developer Fee**	
Clarence Rockwell	**0** / **0** / **4**		1.80	100.00%	$72.27	**Average Cost**	$0	Other
Program Specialist	**Loan Type/Amt**	**Term**	**Interest**	**OW Annual**	**Total Annual**	**Per Unit**	**% of TDC**	
Daniel Herbert-Voss	Grant	(years)	**Rate**	**Debt Service**	**Debt Service**	$73,000		Other PJ: No
AS REQUESTED/SUBMITTED	$266,000	0	0.00%	N/A	N/A	**Avg Cost/Unit**	**Sales CF/Unit**	Utility Rebates
W/STAFF RECOMMENDATION	$292,600	0	0.00%	N/A	N/A	$75,159	N/A	None
SET-ASIDES? No	# UNITS/TYPE:							Total $537,600 $0.00 Gap? No

PROJECT DESCRIPTION	Project is new construction of 7 3BR housing units of approximately 1,040 sq ft each to be built on Navajo Nation Reservation leaseholder lots in southern San Juan County. NUC proposes to award one grant of $38,000 to each of 7 local chapters, along with another $35,000 of funds per house from the Navajo Revitalization Fund grant of $245,000 awarded December 13, 2016. Units will be identical to those previously constructed under the prior NUC contract (#13-1778), and will also be constructed in accordance with Navajo Housing Service specifications. Chapter housing policies will give preference to elderly, handicapped, single-parent, and/or low-income households not to exceed 30% AMI. While NUC will work with the local chapters to select qualified candidates, OWHLF staff will make final approvals on all candidates selected by NUC for the homes.
STAFF CONCERNS (Project-Specific)	Project eligible for up to $345,594 under revised *PG&R* subsidy limits. The OWHLF Board previously approved a $269,500 ($245,000 for construction, $24,500 for administrative costs) grant to the NUC on July 26, 2012 for 7 prior Chapter homes. The homes are completed, with NUC to draw remaining funds of $84,190.10 on contract #13-1778, which expires on March 31, 2017. OWHLF staff visited 4 of the 7 homes completed, with photos provided in packet. New request is for $38,000 per home due to increases in construction costs over the past year coupled with the remote location of the homes (not including administrative costs). If admin costs of 10% as awarded with prior contracts are included, that would result in an additional $26,600, for a total of $292,600.
STAFF RECOMMENDATION	**Fund $292,600 as a grant, with $38,000 to be awarded to one each of seven Chapter applicants as approved by OWHLF staff ($266,000 total for construction), and $26,600 for NUC administrative costs. Funding contingent on funding from Utah Navajo Revitalization Fund.**
DEVELOPER/PROJECT REPRESENTATION	**Clarence Rockwell, NUC Executive Director; Stephanie Holly, NUC administrative assistant.**
BOARD MOTION	**As recommended by staff.**

BOARD MOTION BY: Garret Bangerter **SECONDED BY:** Jon Warner

APPROVED : Yes **CHANGES:** None

NOT APPROVED BECAUSE OF :

DEVELOPER/ SIGNATURE : ______________________________ DATE: ______________

OWHLF BOARD CHAIR, GLORIA FROERER: ______________________________ DATE: ______________

HOLIDAY NURSERY INC.
224 S. VALLEY VIEW RD.
GALLUP, NM 87301
Email: holidaynursery@yahoo.com
(505) 863-5791

JOB ESTIMATE

Jamie sec 928-871-7160

PHONE: 505 567-4037

DATE: 6-21-19

TO: Navajo Employee Housing

JOB NAME/LOCATION:

Quote for sod install at Tribal Hill #5

JOB DESCRIPTION:

> Furnish sod, soil preparation, and install sod. Labor and material. $3850.00

5% NN tax 192.50

$4042.50

email: jaymeplatero@navajo-nsn.gov

>

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED JOB COST

ESTIMATED BY John Killsore

The Legislative Branch
The Navajo Nation

Speaker of the 23rd Navajo Nation Council

EXHIBIT

tabbles

B

RESOLUTION OF THE
NAVAJO UTAH COMMISSION
OF THE NAVAJO NATION COUNCIL

NUCFEB-700-17

REQUESTING THE NAVAJO NATION BUDGET & FINANCE COMMITTEE TO ACCEPT AND APPROVE A GRANT OF $292,600 FROM THE UTAH OLENE WALKER HOUSING LOAN FUND (OWHLF) FOR DISTRIBUTION TO UTAH CHAPTERS FOR HOUSING PROJECTS.

Whereas:

1. The Navajo Utah Commission (NUC) is a governmental subdivision of the Navajo Nation and is subject to oversight of the Navajo Nation Council - Naabik'iya'ti' Committee pursuant to resolution no. NABIAP-21-15; and

2. The Navajo Nation Council's Budget & Finance Committee has oversight responsibility over Navajo Nation budgetary matters including approval and execution of external grants and contracts; and

3. Pursuant to Navajo Utah Commission Plan of Operation Section 4, No. 2 (C,G), the Navajo Utah Commission is authorized to seek external funds and enter into contracts in accordance with tribal procedures; and

4. The Navajo Utah Commission secured a grant of $292,600 in FY2017 appropriations from the Utah Olene Walker Housing Loan Fund Board on January 26, 2017, for housing construction purposes; and

5. The OWHLF appropriations will be distributed equally at $38,000 per a chapter for the seven Utah chapters to construct one single-family housing unit in each community; and

6. The contract will have a term of two years and will be matched by a $245,000 construction labor grant from the Utah Navajo Revitalization Fund (Project no. _____.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Navajo Utah Commission hereby requests the Navajo Nation Budget & Finance Committee to accept and approve a grant of $292,600 from the Utah Olene Walker Housing Loan Fund (OWHLF) for distribution to Utah chapters for housing projects.

CERTIFICATION

We, hereby certify that the foregoing resolution was duly considered by Navajo Utah Commission at a duly called meeting in Montezuma Creek, Utah at which a quorum was present and the same was passed by a vote of 6 in favor, 0 opposed, and 1 abstention, this 17th day of February, 2017.

Alfred L. Jim, Chairperson
NAVAJO UTAH COMMISSION

MOTION: Kenneth Maryboy
SECOND: Brenda Brown

EXHIBIT
C

CONTRACT NO.	
CONTRACTOR:	Navajo Utah Commission
VENDOR NO.	12157 D
PROJECT NAME:	NUC Chapter Homes 2017
AWARD NUMBER: .	FUND5441-17REHG,FUND5438-17MFL,FUND5438-17OMF
CFDA #/TITLE:	.
CONTRACT ORIGINATOR:	Daniel Herbert-Voss
FEDERAL AGENCY:	State Funded

CONTRACT
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
1385 S. State, Salt Lake City, UT 84115

1. PARTIES: This contract is between the Department of Workforce Services:

Multi-Family Housing
(Board or Program)

Referred to as STATE, and the following CONTRACTOR

Navajo Utah Commission
Name

P.O. Box 570
Address

Montezuma Creek	Utah	84534
City	State	Zip
Clarence Rockwell	435-651-3508	435-651-3511
Contact	Phone #	Fax #

2. GENERAL PURPOSE OF CONTRACT:

The project consists of new construction of seven units of single family housing with 7 two- or -bedroom units.

3. CONTRACT PERIOD: Commencing on 01/26/2017 and terminating on 12/31/2018

4. CONTRACT COSTS: CONTRACTOR will be paid a maximum of $292,600.00 , pursuant to the budget attached hereto as Attachment C

5. ATTACHMENTS:

- ✓ ATTACHMENT A – GENERAL PROVISIONS
- ✓ ATTACHMENT B - PROGRAM TERMS AND CONDITIONS
- ✓ ATTACHMENT C – BUDGET
- ✓ ATTACHMENT D – SCOPE OF WORK
- ✓ ATTACHMENT E – FEDERAL ASSURANCES
- ✓ ATTACHMENT F – RECORD KEEPING
- ✓ ~~ATTACHMENT G – CHDO QUALIFICATIONS CHECKLIST~~ (N/A)
- ✓ ~~ATTACHMENT – FFATA~~ (N/A)

Execution
IN WITNESS WHEREOF, the parties sign and cause this contract to be effective as of the date indicated below by the Utah State Division of Finance.

CONTRACTOR

APPROVED:

Navajo Utah Commission

____
Name

BY: ______________________________
Signature

Lorenzo Bates
Name

Speaker of the 23rd Navajo Nation Council
Title

STATE

APPROVED: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BY: ______________________________
Jonathan D. Hardy, Director

APPROVED - DIVISION OF FINANCE

BY: ______________________________

Execution Date: ______________________________

____

ATTACHMENT A
GENERAL PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT

1. DEFINITIONS: The following terms shall have the meanings set forth below:

a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

b) "Contract" means the contract signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.

c) "Contract Signature Page(s)" means the State cover page(s) that the State Entity and Contractor sign.

d) "Contractor", "Sub-Recipient" or "Loan Recipient" means the individual or entity identified in this Contract. The term "Contractor" , "Sub-Recipient" or "Loan Recipient" shall include Contractor's, Sub-Recipient's or Loan Recipient's agents, officers, employees, and partners.

e) "Services" means the furnishing of labor, time, or effort by Contractor's, Sub-Recipient's or Loan Recipient's pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor's, Sub-Recipient's or Loan Recipient's performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.

f) "Proposal" means Contractor's, Sub-Recipient's or Loan Recipient's response to the State Entity's Solicitation.

g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.

h) "State Entity" means the department, division office, bureau, agency, or other organization identified on the Contract Signature Page(s).

i) "State" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

j) "Subcontractors" means subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Contractor, Sub-Recipient or Loan Recipient, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor, Sub-Recipient or Loan Recipient may be liable at any tier, including a person or entity that is, or will be providing or performing an essential aspect of this Contract, including Contractor's, Sub-Recipient's or Loan Recipient's manufactures, distributors, and suppliers.

2. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in Section 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases by the State.

~~**3. CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this contract shall be governed by the laws of the State. The parties shall submit to the jurisdiction of the courts of the State for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County~~.

4. LAWS AND REGULATIONS: The Contractor, Sub-Recipient or Loan Recipient and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal, State, and local laws and regulations. Further, Contractor, Sub-Recipient or Loan Recipient agree to abide by all requirements in 2 CFR §200.331 – Requirements for Pass-Through Entities.

5. PROJECT COMPLETION: The Contractor, Sub-Recipient or Loan Recipient shall complete the project described in Scope of Work within the contract period shown on page 1 of this Contract.

6. RECORDS ADMINISTRATION: The Contractor, Sub-Recipient or Loan Recipient shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor, Sub-Recipient or Loan Recipient pursuant to this Contract. The records shall be retained by the Contractor, Sub-Recipient or Loan Recipient for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor, Sub-Recipient or Loan Recipient agrees to allow State and Federal auditors, and State Agency Staff, access to all records related to this Contract, for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

7. FINACIAL REPORTING: Contractor, Sub-Recipient or Loan Recipient must annually inform the State Entity, in writing, whether: (1) the nonprofit corporation, Contractor, Sub-Recipient or Loan Recipient met or exceeded the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the previous fiscal year; and whether (ii) the nonprofit corporation, Contractor, Sub-Recipient or Loan Recipient anticipates meeting or exceeding the dollar mounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the fiscal year the money is disbursed.

8. CONFLICT OF INTEREST: Contractor, Sub-Recipient or Loan Recipient represents that none of its officers or employees are officers or employees of the State, unless disclosure has been made in accordance with §67-16- 8, Utah Code Annotated, 1953, as amended. Contractor, Sub-Recipient or Loan Recipient certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

9. CONTRACTOR, SUB-RECIPIENT OR LOAN RECIPIENT AN INDEPENDENT CONTRACTOR: The Contractor, Sub-Recipient or Loan Recipient shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor, Sub-Recipient or Loan Recipient shall be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for the Contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor, Sub-Recipient or Loan Recipient.

~~**10. INDEMNITY:** Contractor, Sub-Recipient or Loan Recipient shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, , and costs arising out of Contractor, Sub-Recipient or Loan Recipient's performance of this Contract caused by any intentional act or negligent act of Contractor, Sub-Recipient or Loan Recipient, its agents, employees, officers, partners, or Subcontractors, without limitation. However, the Contractor, Sub-Recipient or Loan Recipient shall not indemnify for that portion of any claim, loss, or damage arising due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor, Sub-Recipient or Loan Recipient's liability, including a limitation of liability clause for anyone for whom the Contractor, Sub-Recipient or Loan Recipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property~~.

11. EMPLOYMENT PRACTICES CLAUSE: The Contractor, Sub-Recipient or Loan Recipient agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor, Sub-Recipient or Loan Recipient agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

12. DEBARMENT: The Contractor, Sub-Recipient or Loan Recipient certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor, Sub-Recipient or Loan Recipient cannot certify this statement, attach a written explanation for review by the State. The Contractor, Sub-Recipient or Loan Recipient must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

13. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:

14.1 Upon thirty (30) days written notice delivered to the Contractor, Sub-Recipient or Loan Recipient, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.

14.2 Upon thirty (30) days written notice delivered to the Contractor, Sub-Recipient or Loan Recipient, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

14.3 If a notice is delivered under paragraph 1 or 2 of this Section the State will reimburse the Contractor, Sub-Recipient or Loan Recipient for products properly delivered or services properly performed up until the effective date of written notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of notice.

14.4 Notwithstanding any other paragraph or provision of the Section 13, if the State in said notice to the Contractor, Sub-Recipient or Loan Recipient indicates that the Contractor, Sub-Recipient or Loan Recipient is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor, Sub-Recipient or Loan Recipient shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.

15. WARRANTY: The Contractor, Sub-Recipient or Loan Recipient warrants that (a) all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Contract shall be free from defects and shall conform to contract requirements. The Contractor, Sub-Recipient or Loan Recipient agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor, Sub-Recipient or Loan Recipient acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. Remedies available to the State include, but are not limited to, the following: The Contractor, Sub-Recipient or Loan Recipient will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor, Sub-Recipient or Loan Recipient in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor, Sub-Recipient or Loan Recipient will refund the full amount of any payments that have been made.

16. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor, Sub-Recipient or Loan Recipient will be remitted by mail, electronic funds transfer, or the State's Purchasing card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor, Sub-Recipient or Loan Recipient as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor, Sub-Recipient or Loan Recipient of final payment, without a written protest filed with the State from all claims and all liability to the Contractor, Sub-Recipient or Loan Recipient. The State Entity payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State may have against Contractor, Sub-Recipient or Loan Recipient.

17. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor, Sub-Recipient or Loan Recipient warrants that any items procured to the state by the Contractor, Sub-Recipient or Loan Recipient does not, to the contractor's knowledge, violate or infringe on any third party copyrights, patents, trade secrets, or other propriety rights. If these third party rights are infringed upon, then the Contractor, Sub-recipient or Loan Recipient will indemnify the State Entity and hold the State harmless from and against all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any claim brought against the State Entity or the State for infringement of third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor, Sub-Recipient or Loan Recipient's liability, such limitations of liability will not apply to this section.

18. ASSIGNMENT/SUBCONTRACT: Contractor, Sub-Recipient or Loan Recipient will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

19. UNUSED FUNDS: Any funds authorized by the State that are not used in the completion of Scope of Work must be returned to the State.

20. INELIGIBLE EXPENSES: Contractor, Sub-Recipient or Loan Recipient expenditures under this Contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Contract, or that are inadequately documented, and for which payment has been made to the Contractor, Sub-Recipient or Loan Recipient will be immediately refunded to the State by the Contractor, Sub-Recipient or Loan Recipient. The Contractor, Sub-Recipient or Loan Recipient further agrees that the State shall have the right to withhold any or all subsequent payments under this or other Contracts to the Contractor, Sub-Recipient or Loan Recipient until the recoupment of overpayments is made.

21. PUBLIC INFORMATION: Contractor, Sub-Recipient or Loan Recipient agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act (GRAMA). Contractor, Sub-Recipient or Loan Recipient gives the State Entity and the State express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by contractor and expressly approved by the State Division of Purchasing and General Services, Contractor, Sub-Recipient or Loan Recipient also agrees that the Contractor, Sub-Recipient or Loan Recipient's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State are not obligated to inform Contractor, Sub-Recipient or Loan Recipient of any GRAMA requests for disclosure of this Contract, related purchase order, related pricing documents, or invoices.

22. PROCUREMENT ETHICS: Contractor, Sub-Recipient or Loan Recipient understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

23. REMEDIES: Any of the following events will constitute cause for the State Entity to declare Contractor, Sub-Recipient or Loan Recipient in default of this Contract: (i) Contractor, Sub-Recipient or Loan Recipient's non-performance of contractual obligations; or (ii) Contractor, Sub-Recipient or Loan Recipient's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor, Sub-Recipient or Loan Recipient will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor, Sub-Recipient or Loan Recipient has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor, Sub-Recipient or Loan Recipient from receiving future Contracts from the State Entity or the State; or (v) demand a full refund of any payment that the State Entity has made to Contractor, Sub-Recipient or Loan Recipient under this Contract for services that do not conform to this Contract.

24. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

25. CONFLICT OF TERMS: Terms and Conditions that apply must be in writing and attached to the Contract. No other Terms and Conditions will apply to this Contract. In the event of any conflict in the Contract terms and conditions, the order of precedence shall be: 1). Attachment A: State Standard Contract Terms and Conditions: 2). State Contract Signature Page(s); 3). Additional State Terms and Conditions; 4) Contractor, Sub-Recipient or Loan Recipient Terms and Conditions.

26. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in the contract.

27. ACCOUNTING REPORTS: The Contractor, Sub-Recipient or Loan Recipient is responsible to ensure that Contractor, Sub-Recipient or Loan Recipient complies with the accounting reporting requirements in Utah Code §51-2a-201 enacted by Chapter 206, 2004 General Session.

28. INSURANCE: Contractor, Sub-Recipient or Loan Recipient shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. Contractor, Sub-Recipient or Loan Recipient also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the State Entity within thirty (30) days of contract award. Contractor, Sub-Recipient or Loan Recipient must add the State as an additional insured with notice of cancellation. Failure to maintain required insurance or to provide proof of insurance as required will be deemed a material breach of this Contract which may result in immediate termination.

28.1. INSURANCE – WORKERS COMPENSATION: Contractor, Sub-Recipient or Loan Recipient shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed. Contractor, Sub-Recipient or Loan Recipient acknowledges that within (30) days of contract award, Contractor, Sub-Recipient or Loan Recipient must submit proof of certificate of insurance that meets the above requirements. Failure to provide proof of insurance will be considered a material breach of contract.

29. CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM: The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor the Multi-Step Process.

~~**29.1 Status Verification System**~~
~~1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor, Sub-Recipient or Loan Recipient has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor, Sub-Recipient or Loan Recipient's new employees that are employed in the State in accordance with applicable immigration laws including UCA Section 63G-12-302~~.
~~2. The Contractor, Sub-Recipient or Loan Recipient shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) Contractor, Sub-Recipient or Loan Recipient by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work~~."
~~3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section~~.
~~4. Manually or electronically signing the Proposal is deemed the Contractor, Sub-Recipient or Loan Recipient's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302~~.

~~**29.2 Indemnity Clause for Status Verification System**~~
~~1. Contractor, Sub-Recipient or Loan Recipient (includes, but is not limited to any Contractor, Sub-Recipient or Loan Recipient, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following~~: ~~(a) Contractor, Sub-Recipient or Loan Recipient; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor, Sub-Recipient or Loan Recipient or Subcontractor may be liable~~.

~~3. Notwithstanding Section 2 (AUTHORITY) above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or sub-consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.~~

30. SUSPENSION OF WORK: Should circumstances arise which would cause the State Entity to suspend Contractor, Sub-Recipient or Loan Recipient's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor, Sub-Recipient or Loan Recipient's responsibilities will be reinstated upon advanced written notice from the State Entity.

31. ACCEPTANCE AND REJECTION: The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor, Sub-Recipient or Loan Recipient delivers nonconforming Services, the State Entity may at Contractor, Sub-Recipient or Loan Recipient's expense: (i) return the Services for a full refund; (ii) require Contractor, Sub-Recipient or Loan Recipient to promptly correct or re-perform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services form another source, subject to Contractor, Sub-Recipient or Loan Recipient being responsible for any cover costs.

32. TIME OF THE ESSENCE: The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor, Sub-Recipient or Loan Recipient shall be liable for all reasonable damages to the State Entity, the State, and anyone for whom the State may be liable as a result of Contractor, Sub-Recipient or Loan Recipient's failure to timely perform the Services required under this Contract.

33. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

34. EVALUATIONS: The State Entity may conduct reviews, including but not limited to:

34.1: PERFORMANCE EVALUATION: A performance evaluation of Contractor, Sub-Recipient or Loan Recipient's Services, including Contractor, Sub-Recipient or Loan Recipient's Subcontractors. Results of any evaluation may be made available to Contractor, Sub-Recipient or Loan Recipient upon request.

34.2: REVIEW: The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and /or comment upon the Services of Contractor, Sub-Recipient or Loan. Such reviews do not waive the requirement of Contractor, Sub-Recipient or Loan Recipient to meet all of the terms and conditions of this Contract.

35. STANDARD OF CARE: The Services of Contractor, Sub-Recipient or Loan Recipient and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor, Sub-Recipient or Loan Recipient shall be liable to the State Entity and State for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g. another Contractor, Sub-Recipient or Loan Recipient's claim against the State), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

36. CONFIDENTIALITY: If Confidential Information is disclosed to Contractor, Sub-Recipient or Loan Recipient, Contractor, Sub-Recipient or Loan Recipient shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information to any third parties. Contractor, Sub-Recipient or Loan Recipient will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor, Sub-Recipient or Loan Recipient shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor, Sub-Recipient or Loan Recipient shall indemnify, hold harmless, and defend the State Entity and the State, including anyone for whom the State Entity or the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor, Sub-Recipient or Loan Recipient or anyone for whom the Contractor, Sub-Recipient or Loan Recipient is liable.

Upon termination or expiration of this Contract, Contractor, Sub-Recipient or Loan Recipient will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

37. PUBLICITY: Contractor, Sub-Recipient or Loan Recipient shall submit in writing to the State Entity for approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval for the publicity; the State Entity shall respond in writing.

38. CONTRACT INFORMATION: Contractor, Sub-Recipient or Loan Recipient shall provide information regarding job vacancies to the State Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contract information for job vacancies. This information shall be provided to the State Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor, Sub-Recipient or Loan Recipient from advertising job openings in other forums throughout the State.

39. OWNERSHIP IN INTELLECTUAL PROPERTY: The State Entity and Contractor, Sub-Recipient or Loan Recipient agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor, Sub-Recipient or Loan Recipient prior to the execution of this Contract, but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor, Sub-Recipient or Loan Recipient shall transfer any ownership claim to the State Entity.

40. WAIVER: A waiver of any right, power or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

41. ATTORNEY'S FEES: In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

42. DISPUTE RESOLUTION: Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, Sub-Recipient or Loan Recipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, the State Entity and Contractor, Sub-Recipient or Loan Recipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

43. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

44. SEVERABILITY: The invalidity or unenforceability of any provision, term or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

46. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B
HOUSING PROGRAMS TERMS AND CONDITIONS

THIS CONTRACT IS ENTERED INTO AS A RESULT OF THE APPLICATION/SELECTION PROCESS described in the State of Utah Olene Walker Housing Loan Fund Allocation Plan, as amended from time to time.

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority granted by the regulations as set forth in Title 9, Chapter 4, Section 202 (2) and Title 9, Chapter 4, Section 701-708, Title 35A, Chapter 3, Section 312 (a) (b) (2) (b) (3), Utah Code Annotated (1953) and Attended Rules as amended, and related laws which permit agency to purchase certain specified services and facilities.

2. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**
a. All documents specified in any attachment to this contract.
b. All other governmental laws, regulations, or actions applicable to services provided herein; and
c. This contract is entered into as a result of the application/selection process described in the State of Utah Consolidated Plan submitted February 2005, as amended from time to time; the Federal Register. Monday, December 16, 1991 24 CFR Part 92 HOME Investment Partnership Program, Final Rule issued in 2013.

3. **PURPOSE:** The intent of this contract is to provide housing to low-income Utahans and to further State policy as outlined in Chapter 4, Part 7, Section 701-708 Utah Code Annotated, 1953, and Attended Rules as amended, and to further the purposes of Title II of the Cranston-Gonzales National Affordable Housing Act (Title II, Public Law 101-625, approved November 28, 1990, 104 Stat. 4079 U.S. C. 12701-12839), as amended.

4. **LICENSING AND STANDARD COMPLIANCE:** The CONTRACTOR currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and shall continue to comply with such licensing or other applicable standards and ordinances for duration of this contract period.

5. **SERVICES:** The CONTRACTOR agrees to supply those activities and services described under "Scope of Work-Project Description" in Attachment D, In a timely manner.

6. **MONITORING:** The STATE shall monitor CONTRACTOR'S performance in providing services and facilities in accordance with the purposes of this contract, and may conduct one or more site visits during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this contract and the degree to which CONTRATOR meets the Federal and State objectives established for and as outlined in the State of Utah Consolidated Plan submitted to HUD February 2005, as amended from time to time; the Federal Register. Monday, December 16, 1991, 24 CFR Part 92 HOME Investment Partnership Program, Final Rule issued September 16, 1996, updated through December 22, 2004. The CONTRACTOR shall provide all information needed by the STATE in performing this monitoring responsibility and shall make themselves available, upon reasonable notice, for said monitoring.

7. **CRITERIA DOCUMENTATION:** During the term of this contract, the CONTRACTOR agrees to supply any additional information to the STATE, which the STATE may require in completing and/or processing the CONTRACTOR'S application for funding from the Olene Walker Housing Loan Fund. The CONTRACTOR also agrees to collect and analyze data pertaining to the manner in which work performed under this contract has (or shall have) met the following goal: TO PROVIDE DECENT, SAFE, AND SANITARY HOUSING TO UTAHANS.

8. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:** The CONTRACTOR, prior to the commencement of expenditures authorized by this contract, agrees to provide to the STATE evidence that other sources of funds to be used for work described in Attachment D (if any) have been secured and are immediately available to the CONTRACTOR for the purpose of performing services and/or constructing facilities as described herein.

9. REQUIRED REPORTING OF FINANCIAL PERFORMANCE: In accordance with OMB Circular A-133, Audits of State, Local Governments and Non-Profit Organizations, state and local governments or non-profit organizations that expend $750,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.

Determining the amount of federal funds received shall be based on action cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement, however, the recipient's financial records shall be available for review, monitoring or audit by appropriate officials of the federal granting agency, the Department of Workforce Services, the stat of Utah, any pass-through entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year.

The audit shall be completed and submitted to the Department of Workforce Services no later than nine (9) months from the last date of the organization's fiscal year. The name, address, and telephone number of the STATE staff person responsible for the contract audit and review functions David Fleischer, 140 E. 300 S., 5th Floor, Salt Lake City, UT 84111 (801) 526-9527.

What audits and reviews are required of this contract?
a. Financial, once during each fiscal year of the agency, by and Independent Auditor
b. Program compliance, once a year by OWHLF compliance officer, Daniel Herbert-Voss

10. RIGHT TO AUDIT: Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the STATE may at its discretion audit or inspect CONTRACTOR at any time with or without prior notice. CONTRACTOR, as a condition of entering into this Agreement, agrees to make available for inspection and copying, without reservation, all documents which reflect CONTRACTOR'S financial condition or operations, or which reflect CONTRACTOR'S actions in connection with this Agreement. Such documentation shall include, but not be limited to, all accounting records, books, ledgers, journals, financial statements, correspondence, memoranda, invoices, vouchers, checks, deposit slips, bank statements, contract leases, minutes, notes, and the like, and all project related information.

11. COST ACCOUNTING REQUIREMENTS: The CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with generally accepted accounting principles as set forth in subpart 92.505 through 92.509 Federal Register, Monday December 16, 1991. At a minimum, CONTRACTOR'S accounting system shall provide for a General Journal, Cash Receipts Journal, Case Disbursement Journal, Check Register, General Ledger, and cost accounting records adequate to assure that costs incurred under this contract are allowable, reasonable, allocable to contract objectives, and separate from costs associated with other business activities of the CONTRACTOR. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available for inspection all accounting records and supporting documentation for a minimum of five years after the expiration of this contract. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this contract, it is subject to an assessment for over payment.

12. SERVICES AND PROJECT REPORTING REQUIREMENT: The CONTRACTOR agrees to supply those activities as specified in Attachment D and in compliance with all relevant Federal regulations pertaining to the HOME Investment Partnership Programs. In performance of said services, CONTRACTOR further agrees to submit a performance report to the STATE in a format designed by the STATE with all information compiled in compliance with paragraph 6 above (see Attachment F, Recording Keeping).

13. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, CONTRACTOR'S record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all of the payments under this contract until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing immediately upon denial of payment of the reasons for the denial and of the actions that the CONTRACTOR shall need to take to bring about the release of withheld payments.

14. OVERPAYMENT RECOUPMENT: CONTRACTOR shall immediately refund STATE expenditures under this contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR, will be immediately refunded to the STATE by CONTRACTOR. CONTRACTOR further agrees that the STATE shall have the right to withhold any and all subsequent payments under this or other contracts to CONTRACTOR until recoupment of overpayment is made.

15. CHANGES IN PROJECT BUDGET, DESIGN AND SCOPE OF WORK, OR LOCATION: The CONTRACTOR agrees to notify the STATE and receive STATE'S written approval, in amendment form, prior to implementing any change in program budget, Attachment C, design as specified in Attachment D or supportive services as specified in Attachment D.

16. TERMINATION AND REDUCTION IN SCOPE: In the event the STATE determines that its interest involves modifying or reducing the funds and/or services obligated under this agreement, it may do so unilaterally upon 60 days written notice subject only to the CONTRACTOR'S right to terminate this agreement as specified in attachment A.

17. LABOR STANDARDS: The CONTRACTOR agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by CONTRACTOR or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor and if HOME funds from all sources are used for any project costs per subpart 92.206, including construction or non-construction for 12 or more HOME assisted units, Davis Bacon provisions apply to all contracts for the construction (rehabilitation or new construction); (2) the Copeland "Anti-Kickback" Act requiring weekly payment of employees and weekly submission of payroll records by the CONTRATOR to the contracting agency; and (3) the Contract Work Hours and Safety Standards Act (CWHSSA) requiring that workers receive "overtime" compensation at a rate of 1 1/2 times their regular hourly wage after having worked more than 40 hours in one week.

18. NOTICE: The CONTRACTOR agrees to immediately notify the STATE if, during the course of this Contract, a change or reorganization occurs which affects the purposes or the ability of the parties to perform under the terms and conditions of this Contract. Changes or reorganizations, which require notification to the STATE, include, but are not limited to the following:

a. Material change in the amount or type of facilities, assistance, staff or faculty provided by CONTRACTOR to facilitate this Contract.
b. Any other change or reorganization, which the CONTRACTOR reasonably expects, would be of interest or value to the STATE in the administration of this Contract.

19. FUNDS USED IMPROPERLY: If it is determined that in any manner the grant was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the CONTRACTOR shall pay to the STATE the amount of all monies and benefits received by the CONTRACTOR by and through the STATE.

20. REIMBURSEMENT OF EXPENDITURES: Expenditures incurred under this Contract by CONTRACTOR pursuant to Attachment C- Contract Budget, shall be reimbursed to the CONTRACTOR by the STATE upon receipt of Request for Funds (RFF). All supporting documentation including payroll reports, invoices and any other documentation that is applicable, will be submitted with the RFF at least monthly. Final invoices will be submitted within 15 days after termination of the contract. Any invoices submitted after 15 days of termination of the contract will not be reimbursed, even if the expenses were incurred during the term of the contract. Until a project is completed and final reports submitted the state may withhold five percent of the contract amount, but not less than $5,000.

21. PAYMENT OF OLENE WALKER HOUSING LOAN FUNDS: All repayments, interest, and other return on the investment of Olene Walker Housing Loan Funds shall be remitted to the State of Utah, Olene Walker Housing Loan Fund, and shall be retained for funding of eligible projects by the Olene Walker Housing Loan Fund. However, if the funds awarded under this contract are for a local housing loan fund, all repayments to the local account shall be retained for funding of eligible projects by agency.

22. HATCH ACT: The CONTRACTOR agrees to comply with the provisions of the Hatch Act (5 USC 1501 et seq.), which limit the political activities of employees.

23. FUNDING: Payments to the CONTRACTOR are contingent upon state and/or federal appropriations or awards to the STATE. The STATE is under no obligation to make payments to CONTRACTOR or any sub-contracted organization hereunder if funding for this program is reduced or eliminated.

24. MULTI-YEAR FUNDING: CONTRACTOR agrees that the STATE will not be held liable for successive years of multi-year agreements if funding for this program is reduced or eliminated.

25. CONTINUING RESOLUTIONS: In the event that funding for this program is provided through Federal Continuing Resolutions, the STATE shall be responsible to expend only those funds actually provided to the STATE by Continuing Resolution and is under no further obligation to CONTRACTOR or any sub-contracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. STATE may determine the method for distributing and expending funds provided by federal Continuing Resolution.

26. CONSOLIDATED PLAN: A letter from the unit of general local government indicating that the local Consolidated Plan has been approved by the STATE in accordance with 24 CFR part 91, must be received by the STATE BEFORE ANY FUNDS ARE OBLIGATED, COMMITTED OR EXPENDED. OLENE WALKER HOUSING LOAN FUND FUNDS OBLIGATED OR SPENT PRIOR TO RECEIPT BY STATE OF THIS LETTER CAN RESULT IN RECAPTURE OF THOSE FUNDS.

27. ENVIRONMENTAL REVIEW COMPLIANCE: The CONTRACTOR agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act (as specified in regulations issued by the Secretary) as required by Title II, Section 288 of the Cranston-Gonzales National Affordable Housing Act as amended from time to time, and any subsequent regulations issued by the U. S. Department of Housing and Urban Development. If this contract is being funded from STATE funds, as identified in CONTRACT COSTS on page 1, an environmental review is not required, UNLESS this contract has been identified as a STATE MATCH on Attachment C, contract budget.

28. SUBCONTRACTS: Subcontract arrangements shall be executed in writing and be approved in writing in advance by the STATE. The CONTRACTOR is responsible for managing the operations of any subcontracted activities. The CONTRACTOR must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this contract, as well as with applicable Federal and State requirements and performance objectives.

29. CONFLICT OF INTEREST: Any conflicts of interest of the parties, related parties, or other persons and entities involved in this contract must be disclosed and reviewed by HUD, according to the regulations found at CFR Part 92 HOME Investment Partnership Program, section 92.356.

30. AFFORDABILITY PERIOD: HOME assisted units shall meet the affordability requirement as of 20 Years. There shall be a Deed Restriction, which will run with the title to the Property and shall be binding upon the successors, assigns, and beneficiaries of the parties. The project shall carry a Deed Restriction the term of which shall run from the date of execution of the Deed Restriction and remain in effect during the period of affordability under Section 92.252 or Section 92.254 of 24 CFR Part 92 (HOME Investment Partnership Program) as amended from time to time, as applicable, or until the Promissory Note of like date is paid in full, whichever is later. Upon such occurrence, the restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, Borrower and the State shall promptly cooperate together and take the actions and sign the documents that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property. Affordability period begins when the project in fully completed and all closeout information has been entered into the HUD IDIS system by STATE.

31. SUBSIDIZED NEEDS DATA BASE: Contractor shall complete input of project specific information to the Subsidized Needs Database and will input information from other projects previously funded to the Contractor. For these projects the Contractor shall maintain and update the Subsidized Needs Database on a monthly basis with new vacancy information and with updates to project specific information. A final payment may be held on this contract until the data input in complete and approved by State staff. Single Family Homeownership/Rehabilitation/Reconstruction/Down Payment Assistance projects do not need to comply with this provision.

32. ENERGY STAR: Units constructed under this contract shall be ENERGY STAR qualified unless otherwise waived by the STATE.

ATTACHMENT C - BUDGET

1. Multi-Family Housing - Budget Year 2017	
2. PROGRAM EXPENDITURES	
COLUMN 1	**COLUMN 2**
EXPENDITURES	
Administration	$0.00
DPA	$0.00
SF Rehabilitation	$0.00
SF Reconstruction	$0.00
MF Acquisition	$0.00
MF Acquisition/New Construction	$0.00
MF Acquisition/Rehabilitation	$0.00
MF New Construction	$292,600.00
MF Rehabilitation	$0.00
First Time HomeBuyer/Self Help	$0.00
TBRA	$0.00
Other	$0.00
Other	$0.00
Total Expenditures	$292,600.00

ATTACHMENT D - SCOPE OF WORK

2017 Chapter Homes was approved for funding at the Olene Walker Housing Loan Fund board meeting held on Thursday, January 26, 2017. The project consists of new construction of 7 units of single family housing with 7 two- or three-bedroom units. Project is located at various locations within the Navajo Nation, near Montezuma Creek, San Juan County, Utah 84534.

Project will be funded with state LIH funds in the amount of $292,600.00. $117,900.00 of funds will be disbursed from FUND5438-17MFL, $148,100.00 of funds will be disbursed from FUND5438-17OMF, and $26,600.00 of funds will be disbursed from FUND5441-17REHG.

Project will have a total of 4 LIH-assisted units on a floating basis, which will consist of 3 two- or three-bedroom units.

Terms of the grant are: $266,000.00 total as a grant, to be divided into seven $38,000 allocations with one awarded to a household at or below 30% AMI from each of seven Navajo Nation Chapters as approved by OWHLF staff, and one $26,600 allocation to be used to help cover administrative overhead for the Navajo Utah Commission. Project must remain as affordable housing for a minimum of 10 years in accordance with HUD HOME regulations.

There will be a maximum of $26,600.00 available for administrative costs related to the expenditures of the $266,000.00 program dollars. Indirect cost cannot exceed 5% of administrative cost.

PROJECT QUALITY AND DESIGN COMMITMENT New Construction:
Appliances None provided.
Exterior Finish SmartSide siding with OSB back. Pre-primed and painted with high-quality Behr brand paint/primer.
Fencing None provided.
Windows Vinyl double-pane with argon gas, R-8 rating. Pre-hung steel insulated doors with insulated windows.
Plumbing PEX water lines and PVC drain lines, with current code fixtures. Exhaust fans in bathroom and kitchen.
Roofing Sheet metal roofing with 25-year paint, with subroofing of 5/8OSB and engineered trusses with 4/12 pitch and 18 overhang.
HVAC None provided.
Security None provided.
Energy Efficiency Housewrap, 7/16 OSB, batt fiberglass insulation, and SmartSide siding.
Cabinetry Mid-grade cabinetry and metal hardware, with mid-grade Valencia laminate.
Insulation Walls R-19 5 ½ insulation, ceiling R-38 12 ½ insulation, floors R30 9 ½ insulation.
Landscaping None provided.
Design Standardized floorplan and design for simplicity and durability.
Parking None provided.
Site Layout Not applicable.
Unit Density Not applicable.

Final draw of funds will be held until the complete project closeout package has been received by HCDD staff.

ATTACHMENT E
FEDERAL ASSURANCES

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974; as amended from time to time, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed HOME project shall be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. Rules and Regulations found at 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, effective date June 1, 2005. I further certify that all displacements of persons resulting from the proposed HOME project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Antidisplacement and Relocation Assistance Plan and Certification adopted by this agency on .

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the proposed HOME program will be conducted in accord with Titles VI and VIII of the Civil Rights Acts and shall affirmatively further fair housing as set forth in Subpart H, Section 92.350, FEDERAL REGISTER, Monday, December 16, 1991, 24 CFR Part 92, HOME Investment Partnerships Program; Interim Rule, as amended from time to time.

3. CITIZEN PARTICIPATION

I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the grantee's application file.

4. PROGRAM COSTS RECOVERY

I certify that as a HOME recipient I will not attempt to recover the costs of any public improvements assisted in whole or in part with HOME funds by assessing properties owned and occupied by low and moderate income persons.

5. ARCHITECTURAL BARRIERS

I certify that the proposed HOME Program will be conducted in accord with Architectural barriers Act of 1968, as amended (42 UCS 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792).

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a HOME I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (The 1990 HUD appropriations Act).

7. CONSOLIDATED PLAN

I certify that as a HOME Recipient the HOME funds are being used pursuant to the Consolidated Plan approved by HUD and all requirements of 24 CFR Part 92. If State HOME funds are being used in conjunction with a Participating Jurisdiction's HOME funds, a certification as to compliance with the Participating Jurisdiction Consolidated Plan is required.

8. MBE/WBE OUTREACH

Minimum Acceptable Outreach Standards Section 281 of the National Affordable Housing Act requires each participating jurisdiction to prescribe procedures acceptable to the Secretary to establish and oversee a minority outreach program. The program shall include minority and women-owned businesses in all contracting activities entered into by the participating jurisdiction to facilitate the provision of Affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Therefore, minimum HUD standards require that each participating jurisdiction outreach effort to minority and women-owned businesses be:

1. A good faith, comprehensive and continuing endeavors;
2. Supported by a statement of public policy and commitment published in the print media of widest local circulation;
3. Supported by an office and/or a key ranking staff person with oversight responsibilities and access to the chief elected official, and
4. Designed to utilize all available and appropriate public and private sector local resources.

~~9. CHDO~~

~~I certify that as a Community Housing Development Organization (CHDO) the organization meets the minimum guidelines as set forth in the Federal Register, Vol. 56, No. 241, Monday December 16, 1991 24 CFR Part 92, HOME Investment Partnership Programs, Interim Rule, subpart 92.2, Community Housing Development Organizations, parts 1-10 (page 65340), and have attached all documentation to certify that organization is a CHDO. See attachment H for CHDO checklist, and submit completed checklist with this contract.~~

10. LEAD BASE PAINT

Housing assisted with HOME funds constitutes HUD-associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and is, therefore, subject to 24 CFR Part 35.

11. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

1. No Federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
1. If any funds other than Federally appropriated funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. I certify that I shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure. I certify that I have read and am aware of the foregoing certification requirements.

Signature ______________________________

ATTACHMENT F
RECORD KEEPING

In order to assist the State in meeting its record keeping and reporting requirements, CONTRACTOR shall maintain the following records as applicable, for a period of five (5) years following the date of completion or the period of affordability, whichever is later. Refer to 24 CFR 92.504 (c) (3)(vi), and 24 CFR 92.508 (c). Citations beginning with "92" refer to sections of 24 CFR part 92.

A. Program Records (92.508 (a) (2)):

1. Records of efforts to maximize participation by the private sector as required by 92.200.

2. The forms of OWHLF assistance used in the program, including any forms of investment described in the Consolidated Plan under 24 CFR part 91 which are not identified in 92.205(b).

3. The subsidy layering guidelines adopted in accordance with 92.250, which support the participating jurisdiction's Consolidated Plan certification.

4. If existing debt is refinanced for multi-family rehabilitation projects, the refinancing guidelines established in accordance with 92.206(b), described in the Consolidated Plan.

5. If OWHLF are used for tenant-based rental assistance, records supporting the participating jurisdiction's Consolidated Plan certification in accordance with 92.209(b), including documentation of the local market conditions that led to the choice of this option; written selection policies and criteria; supporting documentation for preferences for specific categories of individuals with disabilities; and records supporting the rent standard and minimum tenant contribution established in accordance with 92.209(h).

6. If OWHLF are used for tenant-based rental assistance or rental housing, records evidencing that not less than 90 percent of the families receiving such rental assistance meet the income requirements of 92.216.

7. If OWHLF are used for homeownership housing, the procedures used for establishing 95 percent of the median purchase price for the area in accordance with 92.254(a)(2), in the Consolidated Plan.

8. If OWHLF are used for acquisition of housing for homeownership, the recapture guidelines established in accordance with 92.254(a)(5), in the Consolidated Plan.

9. Records demonstrating compliance with the matching requirement of 92.218 through 92.222 including a running log and project records documenting the type and amount of match contributions by project. CONTRACTOR DOES NOT NEED TO DOCUMENT MATCHING FUNDS FOR THIS CONTRACT.

B. Project Records (92.508 (a)(3)).

1. A full description of each project assisted with OWHLF funds, including the location, form of OWHLF assistance and the units or tenants assisted with OWHLF funds.

2. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

3. Records demonstrating that each rental housing or homeownership project meets the minimum per-unit subsidy amount of $1,000.00 per unit as per 92.205(c); the maximum per unit subsidy amount of 92.250(a) and the subsidy layering guidelines adopted in accordance with 92.250(b).

4. Records demonstrating that each project meets the property standards of 92.251 and the lead based paint requirements of 92.355.

5. Records demonstrating that each family is income eligible in accordance with 92.203.

6. Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of 92.209(c), including the tenant preference requirements, the rent reasonableness requirements of 92.209(f), the maximum subsidy provisions of 92.209(h), HQS inspection reports, and calculation of the OWHLF subsidy.

7. Records demonstrating that each rental housing project meets the affordability and income targeting requirements of 92.252 for the required period. Records shall be kept for each family assisted.

8. Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with 92.206(b).

9. Records demonstrating that each lease for a tenant receiving tenant-based rental assistance and for an assisted rental housing unit complies with the tenant and participant protections of 92.253. Records shall be kept for each family.

10.Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area in accordance with 92.254(a)(2). The records shall demonstrate how the estimated value was determined.

11.Records demonstrating that any pre-award costs charged to the OWHLF allocation meet the requirements of 92.212.

12.Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with 92.202.

C. Other Federal Requirements

1. Housing shall meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 and covered multifamily dwellings must also meet the design and construction requirements at 24 CFR Part 100.205, which implements the Fair Housing Act at 42 U.S.C. 3601-3619.

2. Manufactured housing shall meet the Manufactured Home Construction and Safety Standards established in 24 CFR Part 3280.

3. The lease between a tenant and an owner of rental housing assisted with OWHLF funds shall be for not less than one year, unless by mutual agreement between the tenant and the owner.

4. The lease between a tenant and an owner of rental housing assisted with OWHLF funds shall not contain the following prohibited lease terms at 92.253:

a. Agreement to be sued.

b. Treatment of property.

c. Excusing owner from responsibility.

d. Waiver of notice.

e. Waiver of legal proceedings.

f. Waiver of a jury trail.

g. Waiver of right to appeal court decision.

h. Tenant chargeable with cost of legal actions regardless of outcome.

5. An owner may not terminate the tenancy, refuse to renew the lease of a tenant of rental housing assisted with OWHLF funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

6. An owner of rental housing assisted with OWHLF funds shall adopt written tenant selection policies and criteria that:

a. Are consistent with the purpose of providing housing for very low-income and low-income families;

b. Are reasonably related to program eligibility and applicants' ability to perform the obligations of the lease;

c. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

d. Give prompt written notification to any rejected applicant of the grounds for rejection.

7. For tenant-based rental assistance, records that document compliance with requirements found at 92.209.

8. For home-ownership programs a separate record for each family assisted is required to be kept.

   a. OWHLF funds that are used for acquisition with or without rehabilitation, or rehabilitation of a existing owner property, the housing must meet the affordability requirements found at 92.254.

   b. Housing must meet the period of affordability as described at 92.254 (a) (4) Attachment B, paragraph 28

   c. OWHLF funds that are used for single-family homeownership activities are subject to recapture. The entire amount of OWHLF funds distributed for individual single family households, are required to be repaid in full at 92.254 (a) (5) (ii).

   d. Housing must be the principal residence of a family that qualifies as a low-income family at the time OWHLF funds are committed to the housing.

   e. Homeownership means ownership in fee simple title, or a 99-year lease interest in a one to four unit dwelling or in a condominium unit, or equity form of ownership approved by HUD.

   f. For housing located on trust or restricted Indian land, homeownership includes leases of 50 years.

   g. Documentation used to determine the value of the home being rehabilitated or acquired with OWHLF funds. Housing assisted with OWHLF funds cannot exceed the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)).

   h. All costs associated with the homeownership activity must be documented in each file. Copies of invoices, check requests, inspections, permits, etc must be retained.

D. For mixed use or mixed income projects, records documenting compliance that OWHLF funds were used in compliance with regulations found at 24 CFR Part 92.

E. Other Federal Requirements Records

1. Equal opportunity and fair housing records.

   a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with OWHLF funds.

   b. Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u).

   c. Documentation of actions undertaken to meet the requirements of Section 92.350 regarding Equal Opportunity, and to affirmatively further fair housing.

2. Affirmative marketing and Minority Business/Women Business records.

   a. Records demonstrating compliance with the affirmative marketing procedures and requirements of 92.351.

   b. Documentation and data on the steps taken to implement outreach programs to minority-owner and female-owned businesses including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract of $25,000.00 or more paid or to be paid, with OWHLF; the amount of the contract or subcontract, and documentation of affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contract and subcontracts as sources of supplies, equipment construction and services.

3. Records demonstrating compliance with environmental review requirements of 92.352 and 24 CFR part 58, including flood insurance requirements.

4. Records demonstrating compliance with the requirements of 92.353 regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying real property on the date described in 92.353(c)(2)i.(A), moving into the property on or after the date described in 92.353 (c)(2)i.(A), and occupying the property upon completion of the project.

5. Records demonstrating compliance with the labor requirements of 92.354, including contract provisions and payroll records.

6. Records demonstrating compliance with the lead-based paint requirements of 92.355.

7. Records supporting exceptions to the conflict of interest prohibition pursuant to 92.356.

a. Safeguards shall be established to prohibit Contractor's employees, board members, advisors, and agents from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Contractor shall disclose to the State any conflict of interest or potential conflict of interest described above, immediately upon discovery of such. No persons who are employees, agents, consultants, officers, or elected officials or appointed officials of the Contractor who exercises or have exercised any functions or responsibilities with respect to activities assisted with OWHLF or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a OWHLF assisted activity or have an interest in any contract, subcontract or agreement with respect thereof, or the proceeds thereunder, either for themselves or those with whom they have a family or business ties, during their tenure or for one year thereafter, unless they are accepted in accordance with the procedures set forth at 92.356.

8. Debarment and suspension certificates required by 92.350 and 24 CFR part 24.

F. RETENTION OF RECORDS

1. Records must generally be retained for a period of five (5) years.

2. For rental housing projects, records may be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five year period, until five years after the affordability period terminates.

a. Affordability period begins when project completion and all required data is entered into HUD's IDIS system by State.

3. For homeownership housing projects, records may be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates.

4. For tenant-based rental assistance projects, records must be retained for five years after the period of rental assistance terminates.

5. Written agreements must be retained for five years after the agreement terminates.

6. Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 92.353.

7. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

~~ATTACHMENT G~~ (N/A)
~~COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)~~

QUALIFICATIONS CHECKLIST
(WHERE APPLICABLE)

RESPOND TO EACH ITEM AND PROVIDE DOCUMENTATION

1. LEGAL STATUS

A. The nonprofit organization is organized under State or local laws, as evidenced by:

________ a Charter, OR

________ Articles of Incorporation.

B. No part of its net earnings inure to the benefit of any member, founder, contributor, or individual, as evidenced by:

________ a Charter, OR

________ Articles of Incorporation.

C. Has a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501 (c) (3) or (4) of the Internal Revenue Code of 1986, as evidenced by:

________ a 501 (c) (3) or (4) Certification from the IRS.

D. Has among its purposes the provisions of decent housing that is affordable to low and moderate-income people, as evidenced by a statement in the organization's:

________ Charter

________ Articles of Incorporation.

________ By-Laws, OR

________ Resolutions.

2. CAPACITY

A. Conforms to the financial accountability standards of 24 CFR 84.21, "Standards for Financial Management Systems", as evidenced by:

________ a notarized statement by the president, or chief financial officer of the organization;

________ a certification from a Certified Public Accountant OR

________ a HUD approved audit summary.

B. Has a demonstrated capacity for carrying out activities assisted with HOME funds, as evidenced by:

________ resumes and/or statements that describe the experience of accomplished key staff members who have successfully completed projects similar to those to be assisted with HOME funds, OR

________ contract(s) with consultant firms or individuals who have housing experience similar to projects to be assisted with HOME funds, to train appropriate key staff members of the organization.

C. Has a history of serving the community where housing to be assisted with HOME funds will be used, as evidenced by:

________ a statement that documents at least one year of experience in serving the community, OR

________ for newly created organizations formed by local churches, service or community organizations, a statement that documents that its parent organization has a least one year of experience in serving the community.

The CHDO, or its parent organization must be able to show one year of serving the community from the date the participating jurisdiction provides HOME funds to the organization. In the statement, the organization must describe its history (or its parent organization's history) of serving the community by describing activities which it provided (or its parent organization provided), such as but not limited to: (1) developing new housing, rehabilitating existing stock or managing housing stock and; (2) developing delivery mechanisms for essential services that have lasting benefits for the community, such as housing counseling services, or childcare facilities. The statement must be signed by the president or other official of the organization.

3. ORGANIZATIONAL STRUCTURE

A. Maintains at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representatives or low-income neighborhood organizations as evidenced by the organization's:

________ By-Laws,

________ Charter, OR

________ Articles of Incorporation

Under the HOME program, for urban areas, the term, "community", is defined as one or several neighborhoods, a city, county, or metropolitan area. For rural areas, "community" is defined as one or several neighborhoods, a town, village, county or multi-county area (but not the whole state), provided that the governing board contains low-income residents from each of the multi-county areas.

B. Provides a formal process for low-income, program beneficiaries to advise the organization in all of its decisions regarding the design, site location, development, and management of all affordable housing projects, as evidenced by:

________ the organization's By-laws,

________ Resolutions, OR

________ a written statement of operating procedures approved by the governing body.

C. A CHDO may be chartered by a State or local government; but the following restrictions apply: (1) the State or local government may not appoint more than one-third of the membership of the organization's governing body; (2) the board members appointed by the State or local government may not, in turn, appoint the remaining two-thirds of the board members; and (3) no more than one-third of the governing board members are public officials (including any employees of the PJ), as evidenced by the organization's:

________ By-Laws,

________ Charter, OR

________ Articles of Incorporation

D. If the CHDO is sponsored or created by a for-profit entity, the for-profit entity may not appoint more than one-third of the membership of the CHDO's governing body, and the board members appointed by the for-profit entity may not, in turn, appoint the remaining two-third's of the board members, as evidenced by the CHDO's:

________ By-Laws,

________ Charter, OR

________ Articles of Incorporation

4. RELATIONSHIP WITH FOR-PROFIT ENTITIES

A. The CHDO is not controlled, nor receives directions from individuals, or entities seeking profit from the organization, as evidenced by:

________ the organization's By-laws, OR

________ a Memorandum of Understanding (MOU)

B. A Community Housing Development Organization may be sponsored or created by a for-profit entity, however:

1. The for-profit entity's primary purpose does not include the development or management of housing, as evidenced by:

________ in the for-profit organization's By-laws

AND;

2. The CHDO is free to contract for goods and services from vendor(s) of its own choosing, as evidenced in the CHDO's:

________ By-Laws,

________ Charter, OR

________ Articles of Incorporation.

Not Applicable

STATE OF UTAH
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
REPORTING REQUIREMENTS
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

CONTRACTORS, SUBGRANTEES, or SUBRECPIENTS awarded $25,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Acct (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

Federal Funding Agency:	
Program Source:	
Award Title:	NUC Chapter Homes 2017
CFDA Number:	.
Award Number:	.
Sub-recipient NAICS Code:	
Sub-recipient DUNS Number:	
Sub-recipient Name:	Navajo Utah Commission
Address:	P.O. Box 570
City:	Montezuma Creek
State:	UTAH
Has the sub-recipient registered with the federal Central Contractor Registry?	Yes

CERTIFICATION

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive:

(1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
(2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES: Continue below NO: See Attestation

	Name	Title	Total Compensation Level*
1.			
2.			
3.			
4.			
5.			

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
1) Salary and bonus.
2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
5) Above-market earnings on deferred compensation which is not tax-qualified.
6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

ATTESTATION

By signing, you attest that the information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

______________________	______________________
Chief Agency Official	Witness
______________________	______________________
Name and Title	Name and Title
______________________	______________________
Date	Date

ATTACHMENT C-1
SUPPLEMENTAL PROVISIONS

1. **SUBRECIPIENT AGREEMENT:** Contractor, as a governmental agency of a federally recognized Indian tribe, is an authorized sub-recipient of the federal funds for this grant. This Contract is an intergovernmental agreement and not an "agreement for the procurement of goods and services" governed by UCA Section 63G-11-103, and Contractor is not a Community Housing Development Organization (CHDO).

   Notwithstanding the inapplicability of UCA Section 63G-11-103 to this Contract, in this case of any sub-agreement/sub-contract for the procurement of goods and services using funds provided under this Contract, Contractor shall require compliance by subcontractor(s) with other applicable laws and contract provisions, and as otherwise in accordance with Attachment B, Paragraph 29.

2. **SOVEREIGN IMMUNITY:** Nothing herein shall be considered a waiver, express or implied, of the sovereign immunity of the State of Utah or the Navajo Nation, except to the limited extent provided for in the Governmental Immunity Act of Utah, Utah Code §§ 36G-7-100 et seq., or other applicable Utah State law, and the Navajo sovereign Immunity Act as amended, at 1 N.N.C. §§ 551 et seq.

3. **LIABILITIES OF THE PARTIES:** This Agreement is not intended to shift the liability of any Party to the other Party. The Parties to this Agreement retain whatever liability they would possess for their present and future acts or failures to act without the existence of this Agreement, in accordance with applicable Navajo Nation and Utah law.

4. **DISPUTE RESOLUTION:** Any claim, dispute, or other controversy arising out of or relating to this Agreement shall be resolved by negotiation, mediation and/or arbitration as follows:

   A. <u>Negotiation.</u> The Parties agree to attempt to negotiate a just and equitable settlement to resolve claims, disputes and other matters in question between the Parties. IF either Party fails or refuses to participate in such negotiations or such negotiations has not been extended with the written consent of the Parties), then either Party may cause the dispute to be referred to mediation.
   B. <u>Mediation.</u> The Parties shall endeavor to resolve claims, disputes and other matters in question between them by good faith mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association except as modified herein. The Parties shall equally share the mediator's fee and any other costs related to the mediation and the mediation shall not exceed ninety (90) calendar days, unless otherwise agreed to in writing by the Parties.

C. Arbitration. If mediation does not result in resolution of the Parties' dispute within ninety (90) calendar days of commencement of the mediation, then, unless the Parties agree in writing to extend the time for mediation, either Party may invoke arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified by the following:

   i. Notice of intent to invoke arbitration against the Navajo Nation shall be filed in strict compliance with the notice requirements of the Navajo Sovereign Immunity Act, at 1 N.N.C. § 555.

   ii. The Courts of the Navajo Nation shall have exclusive jurisdiction to compel the Nation's participation in arbitration under this Agreement, and exclusive jurisdiction to enforce, modify or vacate an arbitration award against the Nation resulting from such arbitration. Any such action shall be filed in the Aneth District Court of the Navajo Nation, Montezuma Creek, Utah.

   iii. The District Courts of the Counties of the State of Utah shall have exclusive jurisdiction to compel the State of Utah's participation in arbitration under this Agreement, and exclusive jurisdiction to enforce, modify or vacate an arbitration award against the State of Utah resulting from such arbitration. Any such action shall be filed in the Third Judicial District Court for Salt Lake County, Salt Lake City, Utah.

D. Sole Remedy. The arbitration provisions herein shall constitute the sole and exclusive procedural remedy to any dispute or controversy arising out of this Agreement except as otherwise provided by federal law.

In accordance with 1 N.N.C. § 554(K)(2), this Agreement and its attachment and the provisions for arbitration therein have been reviewed by the Navajo Nation and are in accordance with Navajo Nation law:

Chief Legislative Counsel
Office of Legislative Counsel

06-28-17
Date

Attachment A-1 Supplemental Provisions

Rhonda L. Tuni

From:	Daniel Herbert-Voss <dhvoss@utah.gov>
Sent:	Tuesday, June 20, 2017 3:20 PM
To:	Rhonda L. Tuni
Cc:	Clarence Rockwell; Stephanie M. Holly
Subject:	Re: FW: Contract Supplemental Provisions

Ms. Tuni:

If the changes reflect what was previously done in the 2012-2014 contract (#13-1778), then we are OK with that.

Thanks,

Daniel

On Tue, Jun 20, 2017 at 3:00 PM, Rhonda L. Tuni <rltuni@navajo-nsn.gov> wrote:

Mr. Herbert-Voss,

Mr. Rockwell has informed me you have been trying to contact me regarding the OWHLF grant for the Navajo Utah Commission. I have not received your messages, but wanted to send you correspondence to see if the revisions we spoke about has been cleared. If you could get back to me at your earliest convenience that would be great. You can contact me at the number listed below, responding to this email or my cell at (480) 352-5083.

With thanks in advance,

Rhonda L. Tuni, Attorney

Office of Legislative Counsel

(928) 871-77166

From: Rhonda L. Tuni
Sent: Wednesday, May 24, 2017 8:45 AM
To: 'dhvoss@utah.gov'
Subject: Contract Supplemental Provisions

Good morning Mr. Herbert-Voss,

Per our conversation, the two attachments are the previous contract with the revisions made and the communication regarding the contract. If you have any questions or concerns please do not hesitate to contact me by replying to this email or calling the number listed below.

With thanks in advance,

Rhonda L. Tuni, Attorney

Office of Legislative Counsel

P.O. Box 3390

Window Rock, AZ 86515

(928) 871-7166

--
Daniel Herbert-Voss
Multifamily Housing Program Specialist
State of Utah - Workforce Services
Housing and Community Development Division
1385 South State Street, Fourth Floor, Salt Lake City, UT 84115-5403
Hours: 6:00 am - 4:00 pm Mon-Thur
801-468-0042

FY ________

THE NAVAJO NATION
PROGRAM BUDGET SUMMARY

Page ___ of___
BUDGET FORM 1

PART I. Business Unit No.: ________ Program Title: Navajo Utah Commission Division/Branch: Legislative

Prepared By: Stephanie Holly, Admin. Assistant Phone No.: 435-651-3508 Email Address: sholly@navajo-nsn.gov

PART II. FUNDING SOURCE(S)	Fiscal Year Term	Amount	% of Total
Utah Olene Walker Housing Loan Fund	1/26/2017-12/31/2018	292,600.00	100%
	TOTAL:	$292,600.00	100%

PART III. BUDGET SUMMARY	Fund Type Code	(A) NNC Approved Original Budget	(B) Proposed Budget	(C) Difference (Column B - A)
2001 Personnel Expenses				0
3000 Travel Expenses	1		8,058	8,058
3500 Meeting Expenses				0
4000 Supplies	1		2,269	2,269
5000 Lease and Rental			12,006	12,006
5500 Communications and Utilities				0
6000 Repairs and Maintenance	1			0
6500 Contractual Services				0
7000 Special Transactions	1		3,000	3,000
8000 Public Assistance	1		266,000	266,000
9000 Capital Outlay				0
9500 Matching Funds				0
9500 Indirect Cost			1,267	1,267
	TOTAL	$0.00	292,600.00	292,600

PART IV. POSITIONS AND VEHICLES	(D)	(E)
Total # of Positions Budgeted:		0
Total # of Permanently Assigned Vehicles:		0

PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.

Clarence Rockwell
SUBMITTED BY: Program Manager's Printed Name and Signature / Date

Lorenzo Bates
APPROVED BY: Division Director/Branch Chief's Printed Name and Signature / D

EXHIBIT D

FY ________

THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

BUDGET FORM 2

PART I. PROGRAM INFORMATION:

Business Unit No.: ____________ Program Name/Title: Navajo Utah Commission

PART II. PLAN OF OPERATION REFERENCE/LEGISLATED PROGRAM PURPOSE:

PART III. PROGRAM PERFORMANCE CRITERIA:

	1st QTR		2nd QTR		3rd QTR		4th QTR	
	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
1. Program Performance Area:								
Goal Statement:								
2. Program Performance Area:								
Goal Statement:								
3. Program Performance Area:								
Goal Statement:								
4. Program Performance Area:								
Goal Statement:								
5. Program Performance Area:								
Goal Statement:								

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

Program Manager's Printed Name and Signature/Date

Division Director/Branch Chief's Printed Name and Signature / Date

FY ________

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

BUDGET FORM 4

PART I. PROGRAM INFORMATION:

Program Name/Title: Navajo Utah Commission **Business Unit No.:** ________

PART II. DETAILED BUDGET:

(A) Object Code (LOD 6)	(B) Object Code Description and Justification	(C) Total by DETAILED Object Code	(D) Total by MAJOR Object Code
	3000 TRAVEL EXPENSES NUC vehicle will be utilized to conduct homesite project visits and to participate in housing update meetings regarding this project. Reimbrusement for meals and lodging while on housing related business travel.		8,058
3110	FLEET 3113 - Mileage - 483.2/mo. X .28 x 24 mo. = .$3,247.10	3,247	
3230	PERSONAL TRAVEL 3240 Per Diem Meals 12 trips x 2/days x $59/day = $1,416.00 3250 Lodging 12 trips x $108/night x 2 = $2,592.00 3260 POV Mileage 2 trips @750 miles x .535 = $802.50	4,811	
	4000 SUPPLIES		2,269
4120	Office Supplies 4130 - General Office Supplies - $1,134	1,134	
	Operating Supplies 4420 General Operating Supplies - $1,135	1,135	
	5000 LEASE & RENTAL To pay for building lease		12,006
5110	Building 5120 Office Space - Lease with Aneth CDC @ $952.87/mo. X 12 mos. = $11,434.44 @ 5% tax = $12,006.16	12,006	

3/8/17

FY ________

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

BUDGET FORM 4

PART I. PROGRAM INFORMATION:

Program Name/Title: Navajo Utah Commission **Business Unit No.:** ________

PART II. DETAILED BUDGET:

(A) Object Code (LOD 6)	(B) Object Code Description and Justification	(C) Total by DETAILED Object Code	(D) Total by MAJOR Object Code
	7000 SPECIAL TRANSACTIONS		3,000
	The NUC staff will be allowed to attend a housing related training.		
7510	Training & Professional Dues	3,000	
	7520 Training/Registration Fees		
	3 NUC staff @ $1,000 ea. = $3,000		
	8000 ASSISTANCE		266,000
	The Navajo Utah Commission will assist a family in need of a home from each of the seven Utah chapters.		
8500	Infrastructure (non-cap)	266,000	
	8510 Housing Construction Materials		
	$38,000/home x 7 Utah chapters = $266,000		
	9500 MATCHING & INDIRECT COST		1,267
	The State of Utah allows 5% maximum as indirect cost		
	IDC	1,267	
	9720 Indirect Cost Charged		-
	$26,600/1.05 = $25,333.33 - $26,600 = $1,267		
			-

4/28/17

4/28/17

Contracts and Grants Section - OMB
Calculation Check on Budget for IDC Recovery

Funding Contract:

A	B	C	D	E
1	Acct./Category	Formula	IDC Cal. Check	Program Calculation
2	Total Award	From NOGA	26,600.00	
3	Exclusion ***	See pg. 127 of BIPM		
4				
5	IDC Base	(Row 2-3-4)	26,600.00	-
6	IDC rate	(1+IDC Rate)	1.0500	
7	Adj. IDC Base	(Row 5 / [1+IDC Rate])	25,333.33	#DIV/0!
8				
9	IDC Budget	(Row 5 - 7)	1,267	#DIV/0!

Document No. 007644 Date Issued: 03/02/2017

SECTION 164 REVIEW FORM

Title of Document: Utah OWHLF Grant for 7 Utah Chapter Home Contact Name: ROCKWELL, CLARENCE

Program/Division: LEGISLATIVE BRANCH

Email: crockwell@navajo-nsn.gov Phone Number: 435-651-3508

Division Director Approval for 164A: ______________________

Check document category; only submit to category reviewers. Each reviewer has a maximum 7 working days, except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

Section 164(A) Final approval rests with Legislative Standing Committee(s) or Council

☐ **Statement of Policy or Positive Law:**

	Reviewer	Date	Sufficient	Insufficient
1. OAG:			☐	☐

☐ **IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)**

	Reviewer	Date	Sufficient	Insufficient
1. OMB:			☐	☐
2. OOC:			☐	☐
3. OAG:			☐	☐

Section 164(B) Final approval rests with the President of the Navajo Nation

☒ **Grant/Funding Agreement or amendment:**

	Reviewer	Date	Sufficient	Insufficient
1. Division: Speaker	[signature]	3-2-17	☐	☐
2. OMB:	CSlmt -5	4/14/17	☑	☐
3. OOC:	Valerie M Hubbard	4/28/17	☑	☐
4. OAG: Leg Counsel	[signature]	06/28/17	☑	☐

☐ **Subcontract/Contract expending or receiving funds or amendment:**

	Reviewer	Date	Sufficient	Insufficient
1. Division:			☐	☐
2. BRD:			☐	☐
3. OMB:			☐	☐
4. OOC:			☐	☐
5. OAG:			☐	☐

☐ **Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:**

	Reviewer	Date	Sufficient	Insufficient
1. Division:			☐	☐
2. OAG:			☐	☐

☐ **M.O.A. or Letter of Assurance expending or receiving funds or amendment:**

	Reviewer	Date	Sufficient	Insufficient
1. Division:			☐	☐
2. OMB:			☐	☐
3. OOC:			☐	☐
4. OAG:			☐	☐

Office of Legislative Counsel
Telephone: (928) 871-7166
Fax # (928) 871-7576

Honorable LoRenzo Bates
Speaker
23rd Navajo Nation Council

MEMORANDUM

TO: Hon. LoRenzo Bates, Speaker
23rd Navajo Nation Council

FROM: Rhonda L. Tuni, Attorney
Office of Legislative Counsel

DATE: June 28, 2017

SUBJECT: AN ACTION RELATING TO BUDGET AND FIANANCE AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING THE CONTRACT BETWEEN THE STATE OF UTAH DEPARTMENT OF WORKFORCE SERVICES, SINGLE FAMILY REHABILITATION AND RECONSTRUCTION, AND THE UTAH NAVAJO COMMISSION IN THE AMOUNT OF $292,600.00 FROM THE OLENE WALKER HOUSING LOAN FUND, FOR THE CONTRACT PERIOD COMMENCING JANUARY 26, 2017 AND TERMINATING ON DECEMBER 31, 2018 TO CONSTRUCT SEVEN HOUSING UNITS ON THE NAVAJO NATION IN SOUTHERN SAN JUAN COUNTY, UTAH AND ACCEPTING A REDUCED INDIRECT COST RATE FOR ADMINISTRATIVE COSTS AT $26,600.00

Pursuant to your request, attached is the above-referenced proposed resolution and associated legislative summary sheet. Based on existing law the resolution as drafted is legally sufficient. However, as with all legislation, it is subject to review by the courts in the event of a challenge.

The Office of Legislative Council confirms the appropriate standing committee(s) reviews based on the standing committees powers outlined in 2 N.N.C. §§ 301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. § 164(A)(5).

Please review the proposed resolution to ensure it is drafted to your satisfaction. If this proposed resolution is acceptable to you, please sign it where it indicates "Prime Sponsor", and submit it to the Office of Legislative Services for the assignment of a tracking number and referral to the Speaker.

If the proposed resolution is unacceptable to you, or if you have further questions, please contact me at the Office of Legislative Counsel and advise me of changes you would like made to the proposed resolution. You may contact me at (928) 871-7166. Thank you.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION

LEGISLATION NO: _0248-17_____ SPONSOR: Lorenzo Bates

TITLE: An Action Relating to Budget and Finance and Naabik'iyati' Committees; Approving the Contract Between the State of Utah Department of Workforce Services, Single Family Rehabilition and Reconstruction, and the Utah Navajo Commission in the Amount of $292,600.00 from the Olene Walker Housing Loan Fund, for the Contract Period Commencing January 26. 2017 and Terminating on December 21, 2018 to Construct Seven Housing Units on the Navajo Nation in Southern San Juan County, Utah and Accepting a Reduced Indirect Cost Rate for Administrative Costs at $26,600.00

Date posted: July 5, 2017 at 6:31pm

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7590

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THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY

LEGISLATION NO.: 0248-17

SPONSOR: Honorable LoRenzo C. Bates

TITLE: An Action Relating To Budget and Finance and Naabik'iyati' Committees; Approving the Contract Between the State of Utah Department of Workforce Services, Single Family Rehabilitation and Reconstruction, and the Utah Navajo Commission in the Amount of $292,600.00 from the Olene Walker Housing Loan Fund, for the Contract Period Commencing January 26. 2017 and Terminating on December 21, 2018 to Construct Seven Housing Units on the Navajo Nation in Southern San Juan County, Utah and Accepting a Reduced Indirect Cost Rate for Administrative Costs at $26,600.00.

Posted: July 5, 2017 at 6:31pm

5 DAY Comment Period Ended: July 10, 2017

Digital Comments received:

Comments Supporting	*None*
Comments Opposing	*None*
Inclusive Comments	*None*

Policy Analyst
Office of Legislative Services

7/11/2017 8:39AM
Date/Time