





Mayor Timothy M. Keller

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

**INTER-OFFICE MEMORANDUM**

January 22, 2020

**TO:** Pat Davis, President, City Council

**FROM:** Timothy M. Keller, Mayor

A handwritten signature in black ink, appearing to be 'TK', is written over the name 'Timothy M. Keller'.

**SUBJECT:** APPROVING GRANT FUNDS AWARDED FOR THE FY2020 CITIES OF SERVICE, EXPERIENCE MATTERS GRANT

The Fund for Cities of Service, Inc. distributes funds to approved entities under the Cities of Service, Experience Matters grant. The City of Albuquerque was awarded grant funds in the amount of \$30,000 as well as a sub-grant of up to 2 AmeriCorps VISTA members for an FY2020 Experience Matters Grant.

This funding will be used to engage volunteers 50+ years of age in addressing public problems related to the drivers of poverty.

This resolution is forwarded to the Council for consideration and action.



## **Cover Analysis**

### **1. What is it?**

Resolution for approving and authorizing the filing of a grant award from Fund for Cities of Service Inc. for funding the development of a volunteering initiative to engage volunteers 50+ years of age in addressing public problems related to the drivers of poverty and upon award providing grant funds to administer the project in Fiscal Year 2020.

### **2. What will this piece of legislation do?**

This legislation would approve grant funds awarded from Fund for Cities of Service Inc. located at 120 Park Avenue, 21<sup>st</sup> Floor – New York, NY 10017

### **3. Why is this project needed?**

Approval is needed to use the grant funds to purchase materials needed for the development of an intergenerational tutoring program.

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

The FY2020 Cities of Service Grant is for \$30,000 as well as a subgrant of up to two AmeriCorps VISTA members, which does not require a cash match.

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

No

**FISCAL IMPACT ANALYSIS**

TITLE: FY2020 CITIES OF SERVICE, EXPERIENCE MATTERS GRANT

Legislation Type: Resolution  
FUND: 265 Operating Grants

Mayor/CAO Department

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

	2020	Fiscal Years		Total
		2021	2022	
Base Salary/Wages				-
Fringe Benefits at (use applicable rate from OMB)				-
Subtotal Personnel	-	-	-	-
Operating Expenses	30,000			30,000
Property			-	-
Indirect Costs (wages & fringe only)			-	-
<b>Total Expenses</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000</b>
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Amount of Grant	30,000			30,000
City Cash Match				-
City In-kind Match				-
City IDOH	-		-	-
<b>Total Revenue</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000</b>

Number of Positions created: 0

COMMENTS: This funding will be used to purchase equipment and materials for an intergenerational tutoring program.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:  
(Enter all other comments)

PREPARED BY:

*Sandy Ann Padilla*  
FISCAL ANALYST

APPROVED:

*Renee M. ... 2/21/20*  
DIRECTOR (date)

REVIEWED BY:

*Vayne ... 2/21/2020* BUDGET OFFICER (date)  
*Bob ... 2/20/2020* CITY ECONOMIST

**CITIES OF SERVICE CITY HALL  
AMERICORPS VISTA EXPERIENCE MATTERS  
GRANT AMENDMENT #1**

The City of Albuquerque, New Mexico and Fund for Cities of Service, Inc., the parties to that certain agreement, dated as of August 1, 2019 (the "Agreement"), desire to, and hereby do, amend the Agreement as follows:

The amount of Grant Funds to be provided is changed to \$30,000 (Thirty Thousand Dollars).

This amendment (the "Amendment") is effective as of October 31, 2019.

Capitalized terms not otherwise defined here shall have the meanings given to them in the Agreement.

Except as amended and supplemented hereby, the Agreement is hereby ratified, confirmed and reaffirmed in all respects.

For the convenience of the parties, any number of counterparts of this Amendment may be executed by any one or more parties hereto, and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute in the aggregate but one and the same instrument. This Amendment, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail.

The parties shall comply with all applicable laws, rules, and regulations. To the extent the provisions of this Amendment are deemed inconsistent with provisions of any applicable law, rule, or regulation, the provisions of any such law, rule, or regulation shall control and shall be deemed to supersede provisions of this Amendment to the contrary. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Amendment is Bernalillo County, New Mexico.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Fund for Cities of Service, Inc. have executed this Amendment as of the date first above written.

**Signed:**

**CITY OF ALBUQUERQUE, NEW MEXICO**

**FUND FOR CITIES OF SERVICE, INC**

Approved by:

\_\_\_\_\_  
Sarita Nair

Chief Administrative Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Myung J. Lee

Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Esteban A. Aguilar, Jr.

City Attorney

Date: \_\_\_\_\_

**FUND FOR CITIES OF SERVICE, INC.  
CITIES OF SERVICE CITY HALL  
AMERICORPS VISTA EXPERIENCE MATTERS  
GRANT AGREEMENT**

This Grant Agreement ("Agreement") by and between the Fund for Cities of Service, Inc. ("Cities of Service"), located at 120 Park Avenue, 21st Floor | New York, NY 10017, and the City of Albuquerque, New Mexico, a New Mexico municipal corporation (the "Grantee" or the "City") is effective as of August 1, 2019 and shall end thirty (30) days after the last day of service of the last AmeriCorps VISTA member placed at the City ("Grant Term") unless terminated sooner by either or both of the parties, as provided herein.

The exact final date of the AmeriCorps VISTA members' terms of service (anticipated for autumn 2020) will be dependent upon the official start date determined by the Corporation for National and Community Service ("CNCS").

This Agreement sets forth the parties' understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service's AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. §§4950 et seq.), hereafter referred to as "the Act". Neither CNCS nor the AmeriCorps VISTA program is a party to this Agreement.

- 1. Overview.** The primary purpose of this Agreement is to establish the terms by which Cities of Service will provide the Grantee with a Cities of Service City Hall AmeriCorps VISTA Experience Matters Program Grant (hereinafter referred to as "Experience Matters" and "Grant") in the amount of \$25,000 in Grant Funds (hereinafter referred to as "Grant Funds") as well as a sub-grant of up to 2 AmeriCorps VISTA members to support the implementation of the approved Experience Matters Impact Volunteering initiative as described in **Exhibit A** (the "Initiative"). This funding and human capital recognizes the Grantee's commitment to develop an Impact Volunteering initiative to engage volunteers 50+ years of age in addressing public problems related to the drivers of poverty.

As described in **Exhibit A**, the Grantee commits to collaboration between relevant city departments to ensure that Experience Matters goals are met. Should the current Mayor leave office during this agreement's Grant Term, the Grantee will use its best efforts to ensure that Experience Matters will continue to receive full support to meet all Experience Matters objectives until the conclusion of the Grant Term.

- 2. Grant.** Cities of Service shall provide the Grantee with \$25,000 in Grant Funds. Contingent on availability from CNCS amongst other factors, Cities of Service will sub-grant the City up to 2 AmeriCorps VISTA members to support the Initiative. In accordance with AmeriCorps VISTA and CNCS policies and procedures, Cities of Service shall promptly respond to written requests by the Grantee to move any AmeriCorps VISTA member from the Initiative.

Grant Funds will be disbursed in one payment after: 1) this Agreement has been fully executed; and 2) Cities of Service has approved the Grantee's Initiative budget for the Grant Funds.

- 3. Use and Disbursement of Funds.**

**(a) Scope.** The Grant Funds must be dedicated to the materials and costs required for the Initiative.

Detailed guidance outlining allowable and unallowable costs will be provided to the Grantee by Cities of Service.

Grant Funds must be expended in full by the last day of service of the last VISTA member placed at the City. Any Grant Funds not expended or committed for the purposes of the Grant, or within the period stated above, must be returned to Cities of Service, unless otherwise authorized in writing by Cities of Service.

(b) Restrictions on Distribution of Grant Funds. The City acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. The City will take all precautions necessary to ensure that none of the Grant Funds will be used (i) in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law.

(c) Record Maintenance and Inspection. The City shall make its books and records related to Experience Matters available for inspection at reasonable times by Cities of Service or its assignee. The City shall maintain records of expenditures for at least five years after completion of the Grant Term. Cities of Service may monitor and conduct evaluations of City operations under the Grant. Such monitoring may include Cities of Service's personnel or assignees: (i) visiting the City to observe the Award, (ii) speaking with City staff members regarding Experience Matters and (iii) conducting a review of financial and other records related to Experience Matters. Additionally, CNCS may make site visits to review and evaluate records, accomplishments, organizational procedures; to conduct interviews; and to provide technical assistance as necessary. The City must provide all reasonable facilities and assistance for the safety and convenience of government officials in the performance of their duties related to the monitoring identified in this Section. CNCS may conduct desk reviews to make limited verifications of City compliance with the AmeriCorps VISTA provisions in this Agreement, conduct a review of the City's general management practices, and identify any practice or procedure that may require further scrutiny.

4. Specific Grant Benchmarks. In partnership with Cities of Service, the Grantee must perform the following:

- Submit an Initiative budget, following a format to be specified, for Cities of Service to review by **September 30, 2019;**
- Complete an Impact Volunteering initiative template and set metric goals for the Initiative by **September 30, 2019;**
- Complete interim and final progress reports in a format and timetable to be specified by Cities of Service.
- The parties will collectively develop the Experience Matters metrics specific to the City's program design. These metrics will inform the metrics report format. Cities for Service shall request updates on the metrics on a quarterly basis.
- Cities of Service shall request narrative and financial reports mid-way through Experience Matters. A final narrative and financial report will be due at the end of the Experience Matters.

Timing of these reports is also dependent upon the reporting schedule that the Corporation for National and Community Service will set for Cities of Service.

5. **Key Personnel.** The City will identify a City staff member to serve as the lead contact for this Agreement ("City Lead"). The City Lead will plan, direct, and evaluate the implementation of the Initiative.

The City will also identify a VISTA Supervisor to serve as the direct supervisor of the VISTA members. It is strongly preferred, but not required, that the City Lead serve as the VISTA Supervisor. The VISTA Supervisor will provide ongoing, regular support and mentorship to the VISTA members.

The City must notify Cities of Service immediately in writing of any changes to the City Lead's or VISTA Supervisor's employment status with the City, including resignations, terminations, promotions, or demotions and will work with Cities of Service to identify another individual to fulfill the role and responsibilities.

Should there be any changes to the current Mayor's term of office during this Grant Term, the Grantee must notify Cities of Service immediately in writing.

6. **Strategic Partnership.** The Grantee, and the City Lead in particular, is expected to work with Cities of Service and its strategic partners to advance the goals of the Cities of Service coalition, which may include:

- Ensuring the participation and support of local funders and key cross-sector partners, with the goal of encouraging long-term sustainability of the Initiative.
- Hosting Cities of Service staff and strategic partners for a site visit.
- Additional tasks as determined by Cities of Service and in consultation with the Grantee.

7. **Reporting Requirements.** The Grantee will be required to submit interim progress reports electronically according to a reporting schedule and format to be specified by Cities of Service. These reports will include highlighting the progress of the Initiative, challenges encountered along the way, lessons learned during the planning and implementation process, updates on Experience Matters metrics, and narrative stories that demonstrate impact of the Initiative. Each interim report will be accompanied by a financial report to outline Grant Funds expended as well as cash and in-kind support received for the Initiative. Reports should also include copies of any media coverage related to the Initiative as well as relevant photographs or videos.

As requested by Cities of Service, the Grantee may be required to submit reports on a more frequent basis in a format to be specified by Cities of Service.

The Grantee will be required to submit a final written narrative and financial report electronically at the conclusion of the Grant Term in a format to be specified by Cities of Service.

8. **Media and Acknowledgement of Support.** The Grantee agrees to acknowledge Cities of Service's funding, as described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the Initiative (together, "Media Releases"). Any Media Release that refers to the funding source of Experience Matters shall: (1) refer to "Cities of Service" and (2) all written acknowledgements shall link to Cities of Service's website ([www.citiesofservice.org](http://www.citiesofservice.org)). The Grantee shall provide copies of all Media Releases to Cities of Service and obtain Cities of Service's consent prior to publication or distribution in any format of any Media Release. The Grantee also agrees to use the Cities of Service logo in all promotional materials and signage and seek approval in advance by Cities of Service.

The Grantee is required to verify that all digital properties, media materials, and other relevant items reflect its association with AmeriCorps VISTA. Publications created by VISTA members must be consistent with the Experience Matters program. The City is responsible for ensuring that the AmeriCorps logo as well as the following acknowledgement and disclaimer appear in any external report or publication of material based upon work supported by Experience Matters:

*"This material is based upon work supported by the Corporation for National and Community Service (CNCS) under Grant No.19VSANY006. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS or AmeriCorps VISTA."*

**9. Specific Programmatic Grantee Responsibilities.**

- The Grantee, including the City Lead and the City staff working to implement the Initiative, must support all aspects of the Cities of Service Declaration of Service. See **Exhibit B**.
- Using the Grant Funds, the Grantee must execute the Experience Matters Initiative outlined in **Exhibit A**. Individuals who are age 50 or older must have a clear role in the implementation of the Experience Matters program as volunteers, but this demographic is not required to be a beneficiary of the Experience Matters program.
- The City Lead and any other City staff assisting with the Initiative and related strategic volunteer initiatives will participate in regular, high-touch technical assistance. This may include, but is not limited to: regular one-on-one monitoring and technical assistance phone calls, group calls or webinars with coalition members, in-person orientations, trainings, convenings, and site visits. It is expected that the Grantee will communicate regularly and frequently with Cities of Service and representatives of the Cities of Service coalition.
- The City Lead, on behalf of the Grantee, is expected to work with other cities in the Cities of Service coalition and the Experience Matters cohort to develop and share best practices, as identified through the planning and implementation of the Initiative. This could include attending servicefocused convening(s) and trainings related to the implementation work being supported by the Grant Funds.
- Cities of Service expects to host the following in-person engagements during the term of the Agreement: Experience Matters Academy for VISTA members and City Leads, City Convenings, and at least one site visit at the Grantee. The City Lead is required to attend these in-person engagements, and their participation is not-transferable to other city staff without explicit permission from Cities of Service. The Grantee will not incur any costs for registration, travel, or lodging for the required engagements.
- The City will notify Cities of Service immediately of any developments or delays that have a significant impact on Grant-funded activities, any significant problems relating to the administrative or financial aspects of the Grant, or any suspected misconduct or malfeasance related to the Grant. The City will also ensure that it complies with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in Section 13: Reporting of Fraud, Waste, and Abuse.

**10. AmeriCorps VISTA Provisions.**

(a) **Status of VISTA Members During Service.** AmeriCorps VISTA members, in the course of their volunteer service, shall not be considered employees of either the City or Cities of Service. Because members serve under the authority of federal statute, their rather limited employment relationship is with the federal government and not with Cities of Service or the City, and is governed by federal law, not state law. An AmeriCorps VISTA member is a federal resource on loan to a local organization. AmeriCorps VISTA members are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Domestic

Volunteer Service Act; specifically, members are considered Federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by CNCS to AmeriCorps VISTA members are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

**(b) Reporting on AmeriCorps VISTA Members.** The City will maintain such records and accounts, and make such reports and investigations concerning matters involving the Grant as Cities of Service may require; provided that Cities of Service requests such records, accounts, reports or investigations in writing to the City Lead. The City agrees to retain such records as Cities of Service may require for a period of five years after completion or termination of the Experience Matters project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to Cities of Service for the purpose of litigation, audit, or examination.

**(c) City Responsibilities Regarding AmeriCorps VISTAs.**

- Lead in the recruitment of applicants to become AmeriCorps VISTA members, with a particular focus on recruiting VISTA members who are age 50 or older.
- Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps VISTA members within the first month of their service.
- Assist in the provision of pre-service, early service, and in-service training, as specified by Cities of Service.
- Operate the Experience Matters project in accordance with the provisions of Title I, Part A of the Domestic Volunteer Service Act of 1973, applicable AmeriCorps VISTA policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the AmeriCorps VISTA program.
- Provide for service-related transportation (excluding daily commute expenses) and other Experience Matters project support as specified by Cities of Service.
- Ensure participation by the City's AmeriCorps VISTA Supervisor(s) in the AmeriCorps VISTA supervisor orientation provided by Cities of Service.
- Ensure that VISTA members are working exclusively in low-income neighborhoods. That is, neighborhoods with a median household income that is lower than the Census Bureau's average median household income for the City.
- Provide VISTA members with appropriate workstations including a computer, telephone, city email address, and city phone number. City and Cities of Service expressly agree that VISTA members are not City employees.
- The City shall not knowingly assign or require AmeriCorps VISTA members or volunteers to perform duties which would jeopardize their health or safety.
- Allow AmeriCorps VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster, in coordination with and under the direction of the City's Office of Emergency Management. All AmeriCorps VISTA Program policies, terms and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps VISTA members, Cities of Service, and the City shall continue while on special disaster relief assignment as if the AmeriCorps VISTA members are in traditional service at the originally assigned City.
- Allow AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the members are in service.

- Report to Cities of Service Program Manager, within 24 hours of the departure, the unscheduled departure of AmeriCorps VISTA members including their actual departure date(s), and otherwise keep Cities of Service timely informed of known unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, hospitalization, and absence without leave.
- To the extent that it is disclosed to the City, ensure that persons selected as AmeriCorps VISTA members to serve at the City are not related by blood or marriage to Albuquerque Experience Matters project staff, Cities of Service or City staff, officers or members of the Cities of Service or City's Board of Directors, or responsible CNCS program staff.
- The City is required to ensure that all VISTA resources provided to the City are properly used at all times. If the City has misused any VISTA resources provided by either CNCS or Cities of Service, in violation of Federal law, Federal regulation, or the terms or conditions of this Agreement, the City may be held financially responsible to reimburse CNCS or Cities of Service up to \$36,980 for costs associated with the AmeriCorps VISTA members and up to \$25,000 for misused Grant Funds.

**(d) Nondiscrimination of AmeriCorps VISTA Members.**

- **General Prohibition.** No person with responsibilities in the operation of the Experience Matters project, whether affiliated with Cities of Service or the City, shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the Experience Matters project, with respect to any aspect of the Experience Matters project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.
- **Sexual Harassment.** The standards set forth in this section shall be in accordance with 29 CFR 1604.11 EEOC Guidelines on sexual harassment. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The City must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
  - Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the City, its agents or supervisory employees should have known of the acts.
  - Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile, or offensive service environment.
  - Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where Cities of Service or the City, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

**(e) Delegation and Subcontracting.** The City is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps VISTA members may not be assigned by the City to perform duties with other public or private non-profit agencies or organizations.

**(f) Supplemental Payments Prohibited.** Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Cities of Service and the City are strictly prohibited from supplementing these allowances with cash payments and report to Cities of Service if it is notified of any others have made such supplemental payments.

**(g) Prohibited Activities for AmeriCorps VISTA members.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by

Cities of Service, the AmeriCorps program or CNCS, VISTA members may not engage in the following activities. The City will report to Cities of Service if it becomes aware of VISTA members engaging in any of these activities:

- Attempting to influence legislation;
- Organizing or engaging in protests, petitions, boycotts, or strikes;
- Assisting, promoting, or deterring union organizing;
- Impairing existing contracts for services or collective bargaining agreements;
- Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- Providing a direct benefit to—
  - A business organized for profit;
  - A labor union;
  - A partisan political organization;
  - A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - An organization engaged in the religious activities described in above, unless CNCS assistance is not used to support those religious activities;
- Conducting a voter registration drive or using Grant Funds to conduct a voter registration drive; ● Providing abortion services or referrals for receipt of such services; and ● Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on nonAmeriCorps time, and using non- CNCS or Cities of Service funds. Individuals should not wear the AmeriCorps or Cities of Service logo while doing so.

**(h) With regard to Experience Matters, Cities of Service and the City further agree not to:**

- Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- Assign AmeriCorps VISTA members to activities that would replace existing paid employees or contractors.
- Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.
- Approve the involvement of any AmeriCorps VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

**11. Prohibition on Lobbying and Other Compliance with Tax Laws.** Under the Internal Revenue Code, Grant Funds may not be used by the City:

- (a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee, or subdivision), other than through making available the results of non-partisan analysis, study, or research;
- (b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- (c) to engage in activities that require any person actively involved in the Award to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or
- (d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.

**12. Reporting on Fraud, Waste, and Abuse**

Grantee must contact the CNCS Office of Inspector General (“OIG”) and Cities of Service without delay when they first suspect, with regard to this Agreement:

- (a) Any criminal activity or violations of law has occurred, in relation to this Agreement, such as:
  - Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including CNCS personnel, grantees, or contractors—even if no federal funds or property was involved;
  - Submission of a false claim or a false statement by any person in connection with any CNCS program, activity, grant or operations;
  - Concealment, forgery, falsification, or unauthorized destruction of government or Experience Matters program records;
  - Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
  - Other misconduct in connection with operations, programs, activities, contracts, or grants; or ● Mismanagement, abuse of authority, or other misconduct by CNCS personnel.
- (b) Fraud, waste, or abuse in relation to this Agreement.
  - Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
  - Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to government resources.
  - Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached by email at [hotline@cncsoig.gov](mailto:hotline@cncsoig.gov) or by telephone at (800) 452-8210. Upon request, OIG will take appropriate

measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

**The City should take no further steps to investigate any suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information****13. Whistleblower Protection**

- (a) This Agreement and individuals working on the Experience Matters program will be subject to the whistleblower rights and remedies in the pilot program (41 U.S.C. 4712 - Pilot program for enhancement of contractor protection from reprisal for disclosure of certain information) on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- (b) An employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or award of CNCS) relating to a Federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.
- (c) The City will inform the City Lead, VISTA Supervisor, AmeriCorps VISTA members, and any other City staff with significant involvement in Experience Matters of whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncoig.gov/whistleblower-protection>.

**14. Non-Discrimination Public Notice and Records Compliance**

- (a) Public Notice of Non-discrimination. The City must notify VISTA members, community beneficiaries, applicants, Experience Matters program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the National and Community Service Act, § 417 of the Domestic Volunteer Service Act, and relevant program regulations found at 45 CFR Parts 2540 2556 (AmeriCorps VISTA). The notice may be posted on the City's public website and must summarize the requirements, note the availability of compliance information from the recipient and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

Sample language:

*The Experience Matters program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:*

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the recipient) or*

*Office of Civil Right and Inclusiveness  
Corporation for National and Community Service  
250 E Street, SW  
Washington, DC 20525  
(800) 833-3722 (TTY and reasonable accommodation line)  
(202) 565-3465 (FAX); eo@cns.gov (email)*

- (b) The City must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The City must also notify the public in recruitment material and application forms that it operates the Experience Matters program subject to the nondiscrimination requirements. Sample language, in bold print, is: **This Experience Matters program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances (see Section 10(g) Prohibited Activities for AmeriCorps VISTA members), religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.
- (c) Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons. Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, Cities are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.
- (d) Records and Compliance Information. The City must keep records and make available to CNCS timely, complete, and accurate compliance information to allow CNCS to determine if the recipient is complying with the civil rights statutes and implementing regulations.
- (e) Obligation to Cooperate. The City must cooperate with CNCS so that CNCS can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by CNCS during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.
15. City Representation. The City represents that conduct by the City of the activities involving the Award shall not cause the City to be in violation of any federal, state, local or municipal law, rule, regulation or ordinance.. The person signing this Agreement on behalf of the City represents and certifies that she or he has full, express power and authority to do so.
16. Representations and Covenants. With regard to this Agreement, the City represents to Cities of Service that (a) it has and shall maintain during the Grant Term the proper licenses and rights to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal, and international laws, rules, and regulations including, but not limited to, all environmental, safety, health, labor, and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations; and it shall remain in compliance during the Grant Term; (c) it is in compliance with all applicable affirmative action laws and regulations including, but not limited to, Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Jobs for Veterans Act of 2003, and Section 503 of the Rehabilitation Act of 1973; (d) it has established adequate safety standards and protocols and that its personnel shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (e) it shall instruct its personnel in any safety standards and protocols promulgated by Cities of Service, or the management of a facility occupied by Cities of Service, and that its personnel shall follow such standards and protocols while on a Cities of Service premises or attending an event hosted by Cities of Service; (f) the City personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this Agreement; (g) the personnel are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable; and (h) it shall use reasonable efforts to avoid employing any persons or using any labor, or using or having any equipment, or permitting any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes, or controversies which

interfere or are likely to interfere with the activities under this Agreement. At any time, Cities of Service may request the City to present copies of its programs, policies and/or documentation as to any training provided by it to its personnel including, but not limited to, OSHA-related training.

17. **Termination Clause.** Failure by the Grantee to comply with any of the above terms may be deemed a material breach of this Agreement. In the event of a material breach of the Agreement, Cities of Service may, at its option, request reimbursement for all or a portion of the unexpended Grant Funds and / or funds expended to support the VISTA members within 30 days of being notified of such material breach.

City may terminate this Agreement by providing 90 days written notice to Cities of Service. Cities of Service may, at its option, request reimbursement for all or a portion of the unexpended Grant Funds and / or funds expended to support the VISTA members within 30 days of being notified of such termination.

The Grantee agrees to notify Cities of Service immediately in the event that (i) the Mayor leaves office for any reason before the Grant Term ends; (ii) the City Lead's and VISTA Supervisor's positions are discontinued or changed for any reason; (iii) the immediate reporting structure surrounding the City Lead or VISTA Supervisor changes; (iv) any misappropriation of Grant Funds or other assets of the Grantee (v) the City becomes insolvent or is unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed and / or (vi) there is a breach of Personally Identifiable Information for the Program. PII is defined as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

18. **Governing Law.** The parties shall comply with all applicable laws, rules, and regulations. To the extent the provisions of this Agreement are deemed inconsistent with provisions of any applicable law, rule, or regulation, the provisions of any such law, rule, or regulation shall control and shall be deemed to supersede provisions of this Agreement to the contrary. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.
19. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the City's records relating to this Agreement with respect to all matters covered by this Agreement. Cities of Service shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all City matters covered by this Agreement. Cities of Service understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

Signed:

Fund for Cities of Service, Inc.

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

**CITY OF ALBUQUERQUE**

**FUND FOR CITIES OF SERVICE, INC.:**

Approved By:

Myung J. Lee



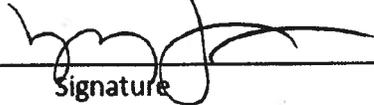
Name

S Sarita Naif  
Chief Administrative Officer

Executive Director

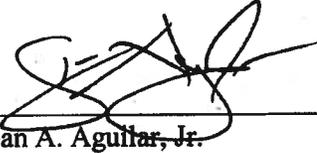
Title

Date: 8/30/19



Signature

August 30, 2019



Date

Esteban A. Aguilar, Jr.

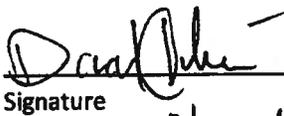
City Attorney

Date: 8-30-19

**CITY LEAD:**

David Chene  
Name

Civic Engagement Manager  
Title

  
Signature

8/30/19  
Date



## Exhibit A: Initiative

### **Albuquerque, New Mexico**

A recent study shows that 77% of New Mexico children score below proficient in 4th grade reading achievement and 73% score below proficient in 4th grade math achievement. Children that do not read at grade-level face significant challenges down the road towards graduation, college, and careers. Through Experience Matters, the City of Albuquerque hopes to expand tutoring opportunities throughout the city, particularly during the summer months. Community volunteers (ages 50+) will provide tutoring to children in reading and math. The City of Albuquerque will work with Cities of Service to recruit to AmeriCorps VISTA members, with a particular focus on recruiting VISTA members who are age 50 or older.

info@citiesofservice.org • @citiesofservice • www.citiesofservice.org

# CITIES OF SERVICE

# DECLARATION OF SERVICE

**WHEREAS** Cities of Service brings together and supports mayors and city leaders to harness and focus the energies of our citizens to solve pressing public problems and build stronger communities;

**WHEREAS** cities, home to many of the world's most persistent challenges, are well-positioned to bring leadership, energy and innovation to tackle pressing public problems;

**WHEREAS** local government works better when it is open to the ideas and talents of citizens and engages them to help identify and solve public problems;

**WHEREAS** citizen contributions can take many forms, from defining and prioritizing problems to generating ideas and volunteering their time, creativity, and expertise;

**WHEREAS** citizens have deep expertise in their own lives and in what's best for their families and communities — and this expertise can be leveraged to deliver better services and solve public problems;

**NOW, THEREFORE**, we resolve to advance a coalition of mayors and city leaders from cities large and small to harness and focus the energies of our citizens. Cities of Service coalition members work together to increase authentic and robust opportunities for citizens to take action in our cities by:

- Developing comprehensive strategies focused on engaging citizens and established community partners to the areas of greatest local need to help create safer, healthier, thriving cities;
- Working with mayors and city leaders in other cities to spread best practices that accelerate citizen engagement, produce real and measurable results, and improve quality of life; and
- Calling on other mayors and city leaders to join this global movement to build stronger cities by changing the way local government and citizens work together.

Citizens are residents who actively participate in their community and who see themselves as integral partners in tackling emerging challenges and creating better places to live, work, and play.

*Timothy Keller*  
MAYOR'S SIGNATURE

Timothy Keller  
MAYOR'S NAME (PLEASE PRINT)

4/27/19  
TODAY'S DATE

1 Civic Plaza  
MAYOR'S OFFICE ADDRESS

Albq. Nm 87102  
CITY, STATE, ZIP

mayor.keller@cabq.gov  
MAYOR'S EMAIL ADDRESS

505-768-3000  
MAYOR'S TELEPHONE

Santiago Chavez  
STAFF CONTACT NAME

Chief of Staff  
STAFF CONTACT TITLE

Santiago@cabq.gov  
STAFF CONTACT EMAIL ADDRESS

505-768-3000  
STAFF CONTACT TELEPHONE



**TO JOIN CITIES OF SERVICE**  
Please read and sign the Declaration of Service. Return the completed form to Cities of Service by email or fax: info@citiesofservice.org / (888) 335-3886

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
AmeriCorps VISTA  
**MEMORANDUM OF AGREEMENT**



Between

City of Albuquerque Mayor's Office  
PO Box 1293  
Albuquerque, NM 87103-1293  
EIN: 856000102

and

Corporation for National and Community Service  
New Mexico State Office  
Corp. for National and Community Service  
250 E Street SW  
Washington, DC 20525-3249

*Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"*

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Albuquerque Mayor's Office, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to six (6) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$12,311.00 to cost-share up to one (1) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to five (5) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to one (1) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

This Agreement is for one year, and shall become effective on the date of 02/17/2019 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 02/17/2019 and shall end thereafter on 05/09/2020, unless terminated sooner by either or both of the parties.

Click below to view:  
General Provisions of the Cost Share MA

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

**Sponsor**

**Corporation for National and Community Service**

Electronically

Signed By: Mirabal, Frank

Title:

Date: 08-FEB-19

City of Albuquerque Mayor's Office

Address: PO Box 1293

Albuquerque, NM 87103-1293

Phone: (505) 768-3000

Sponsor Location Code Number: 61409

Sponsor DUNS Number: 610126690

Electronically

Signed By: Garcia, Michael

Title:

State Program Director

Date: 11-FEB-19

Corporation for National and Community Service

Address: New Mexico State Office

Corp. for National and Community Service

250 E Street SW

Washington, DC 20525-3249

Phone: 505-988-6578

Electronically

Signed By: Weiss, Kira

Title:

Management and Program Analyst

Date: 12-FEB-19

Corporation for National and Community Service

Address: 250 E Street SW

Suite 300

Washington, DC 20525-0001

Phone: 202-606-6626



# City of Albuquerque

## Legal Department

Timothy M. Keller, Mayor

### Interoffice Memorandum

February 26, 2020

**To:** Sarita Nair, Chief Administrative Officer  
**From:** Esteban A. Aguilar Jr., City Attorney  
**Subject:**  Signature Authority/Acting City Attorney

I will be working off site conducting interviews at the UNM School of Law on Thursday, February 27, 2020. In my absence, Deputy City Attorney, Alan Varela will be Acting City Attorney and will have full signature authority.

Mr. Varela can be contacted via the following:

Alan Varela:  
Office – 768-4652  
Email – [avarela@cabq.gov](mailto:avarela@cabq.gov)

Legal Assistant – Annette Saiz 768-4551 [asaiz@cabq.gov](mailto:asaiz@cabq.gov)

Please also feel free to contact the front desk of the legal department at 768-4500.

Copy - Email distribution:  
Legal Department Managing Attorneys  
Legal Front End Administration Staff  
Department Directors  
Executive Assistants