



1           Section 1. That the agreement with the W.K. Kellogg Foundation in the  
2 amount of \$450,000 is hereby approved, and its acceptance and filing with  
3 appropriate official or office is an in all respects approved.

4           Section 2. That funds in the amount of \$450,000 are hereby appropriated to  
5 the Economic Development Department in the Operating Grants Fund (265) for  
6 Fiscal Year 2020, 2021 and 2022.

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CITY OF ALBUQUERQUE  
Albuquerque, New Mexico  
Office of the Mayor

Mayor Timothy M. Keller


**INTER-OFFICE MEMORANDUM**

March 17, 2020

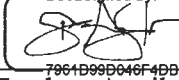
**TO:** Pat Davis, President, City Council  
**FROM:** Timothy M. Keller, Mayor   
**SUBJECT:** Resolution Authorizing Grant from W.K. Kellogg Foundation to the Economic Development Department

Attached is a resolution authorizing appropriation of grant funds from the W.K. Kellogg Foundation in the amount of \$450,000 for the Economic Development Department (EDD). This grant will enable EDD to add a Workforce Development Liaison at the Albuquerque Small Business Office. With the Liaison, EDD will be able to leverage and align the work of multiple workforce programs across the city to significantly improve career pathways and outcomes for lower income individuals. The W.K. Kellogg Foundation works with mayoral administrations and community partners interested in supporting efforts to improve workforce development policies and programs of the city. The grant for \$450,000 will support workforce development over a two-year period under the leadership of the EDD.


Approved:

  
\_\_\_\_\_  
Sarita Nar Date 4/17/20  
Chief Administrative Officer

Approved:

  
\_\_\_\_\_  
7061D99D046F4DD...  
Esteban Aguilar Date 4/13/2020  
City Attorney

Recommended:

DocuSigned by:  
  
\_\_\_\_\_  
6C9BA5EB493940B...  
Economic Development Department Date 4/10/2020  
Synthia Jaramillo

## **Cover Analysis**

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

Legislation to approve Resolution Authorizing Grant from W.K. Kellogg Foundation to the Economic Development Department.

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

Approves Resolution Authorizing Grant from W.K. Kellogg Foundation to the Economic Development Department

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

To appropriate \$450,000 to the Economic Development Department in the Operating Grants Fund (265) for a workforce development program.

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

\$450,000 for FY2020 through FY2022. Funding for this program originates from the WK Kellogg Foundation.

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

No. There is no direct revenue to the City.

### FISCAL IMPACT ANALYSIS

TITLE: Resolution Approving and Authorizing the acceptance of grant funds from W.K. Kellogg Foundation to the Economic Development Department

R: XX  
FUND: 265  
DEPT: EDD

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

	2020	Fiscal Years 2021	2022	Total
Base Salary/Wages				-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses	83,333	166,667	200,000	450,000
Property				-
Indirect Costs	8.90%	-	-	-
<b>Total Expenses</b>	<b>\$ 83,333</b>	<b>\$ 166,667</b>	<b>\$ 200,000</b>	<b>\$ 450,000</b>
<input type="checkbox"/> Estimated revenues not affected				
<input checked="" type="checkbox"/> Estimated revenue impact				
Amount of Grant	83,333	166,667	200,000	450,000
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
<b>Total Revenue</b>	<b>\$ 83,333</b>	<b>\$ 166,667</b>	<b>\$ 200,000</b>	<b>\$ 450,000</b>

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

Number of Positions created \_\_\_\_\_

**COMMENTS:** A grant from W.K.Kellogg Foundation for \$450,000 for the Economic Development Department Office of Small Business. This grant provides funding to support efforts to enable EDD to add a Workforce Development Liaison at the Albuquerque Small Business Office. With the Liaison, EDD will be able to leverage and align the work of multiple workforce programs across the city to significantly improve career pathways and outcomes for lower income individuals over a two year period.

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

PREPARED BY:

APPROVED: Synthia Jaramillo

DocuSigned by:  
Jennifer Brokaw 4/10/2020  
EXECUTIVE BUDGET ANALYST

DocuSigned by:  
Synthia Jaramillo 4/10/2020  
DIRECTOR (date)

REVIEWED BY:

DocuSigned by:  
Jennifer Brokaw 4/10/2020  
EXECUTIVE BUDGET ANALYST

DocuSigned by:  
Lawrence Davis 4/13/2020  
BUDGET OFFICER (date)  
Lawrence Davis

DocuSigned by:  
CB 4/13/2020  
CITY ECONOMIST  
Christine Boerner



One Michigan Avenue East  
Battle Creek, MI 49017-4012  
MAIN 269.968.1611  
FAX 269.968.0413  
wkkf.org

March 11, 2020

Ms. Sarita Nair  
Chief Administrative Officer  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103

RE: P0132324 (Please refer to this P number in ALL correspondence/reports)

Dear Ms. Nair:

The W.K. Kellogg Foundation (the "Foundation") is pleased to award City of Albuquerque ("Grantee") a grant in the amount of \$450,000 for the period of March 1, 2020, through February 28, 2022, (the "Grant Period"), for the following charitable purpose: to increase the economic well-being of lower income families in Bernalillo County through better alignment and integration of the workforce and economic development systems. Grant funds shall be used solely as specified in the application/proposal submitted on March 2, 2020, which is attached hereto (the "Project"), and in accordance with the following terms and conditions of this grant agreement (this "Agreement").

- Use of Funds:** Grantee shall use grant funds solely for the Project in accordance with the reporting period(s) and budget attached hereto as Schedule A (the "Budget"). Prior to deviating from a Budget category by more than ten percent (10%) or \$50,000, whichever is less, Grantee must obtain written approval from the Foundation program officer. Expenses directly attributed to the Project are allowed. For instance, expenses charged to the Project for personnel must be based on actual time spent working directly on the Project as tracked through use of time sheets or time studies. Personnel bonuses are not an allowable expenditure and may not be charged to the Project. In limited circumstances, indirect costs are permitted if preapproved by the Foundation program officer identified below and not more than fifteen percent (15%) of the total grant amount excluding indirect costs. Indirect costs are expenditures for activities or services that are an allocation or percentage of organization-wide expenses, such as utilities, rent, administrative or finance staff, etc. Any unexpended funds remaining at the end of the Grant Period must be returned immediately to the Foundation.
- Payment:** Following the Foundation's receipt of Grantee's countersigned Agreement, payment of \$250,000 will be made to Grantee. Subsequent payments will be made after the submission and acceptance of Grantee's reports, as defined in the Reporting section, that demonstrate to the Foundation satisfactory progress towards achieving the stated goals and objectives of the Project, based upon Schedule A.

3. **No Earmarking:** Beyond the rights and obligations specifically stated in this Agreement, the Foundation disclaims any right to control or otherwise influence Grantee's use of these grant funds. Accordingly, the Foundation has not engaged and will not engage in earmarking any funds under this Agreement.
4. **Subgrants and Subcontracts:** Grantee has the exclusive right to select subgrantees and subcontractors for the Project. Furthermore, the Foundation has not earmarked grant funds for any specific subgrantee or subcontractor. Grantee agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code ("Code") and is not a "private foundation" within the meaning of Section 509(a) of the Code. Financial reporting on subgrants must be done on a cash basis. Grantee, and not the Foundation, is responsible for ensuring that all subgrantees and subcontractors use grant funds consistent with this Agreement and the Project.
5. **Tracking Grant Funds:** Grantee must track and report the specific use of grant funds. Therefore, Grantee shall maintain a separate accounting for this grant through the use of a formal accounting system. This should be accomplished through the establishment of a separate general ledger account, fund or cost center for purposes of tracking the grant expenditures.
6. **Accounting and Audit:** Grantee shall (i) maintain complete, accurate, and separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. During this time, Grantee shall make such records available to the Foundation (or its designated representatives) during normal business hours for inspection or audit on reasonable notice to Grantee. The Foundation may also, on reasonable notice to Grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee's procedures and talk with Grantee's personnel.
7. **Reporting:** Grantee shall comply with the reporting requirements for this grant as described below. The following report(s) shall be submitted to your Foundation Program Officer:
  - A. Narrative report detailing progress made towards accomplishing Project goals, objectives and outcomes, including activities undertaken with Foundation grant funds.
  - B. Financial statement reporting expenditures of Foundation grant funds incurred against the Budget and directly tracked to the Project. This reporting should be done using consistent accounting practices (cash or accrual) and must be certified by Grantee's financial designee (listed in the Grantee Contact Information section of the Agreement) or other agent authorized to submit financial accounting on behalf of the organization.
  - C. Evaluation Report

The Report(s) described above are due to the Foundation Program Officer no later than forty-five (45) days after the end date of each reporting period, with a final, comprehensive report due no later than three (3) months after the close of the Grant Period.

8. **Evaluation:** Evaluation is an essential, integrated part of the Foundation's grantmaking, as the Foundation views evaluation as an important tool to track impact and to generate learning.

Toward that end, the Foundation encourages Grantee to strengthen and/or build its internal organizational capacity to produce and use data and knowledge in advancing its work. The Foundation recommends that Grantee consider developing an evaluation plan as a best practice so the evaluation activities and the reports will be guided by the plan. If required in the Reporting section, Grantee shall submit the evaluation report(s) created regarding the Project, in electronic format, along with Grantee's narrative and financial reports at the end of each reporting period.

**9. Legal and Tax Requirements:**

- A. Grantee represents that it is, and Grantee shall remain through the Grant Period, (i) an organization in good standing, (ii) either a governmental unit or an organization described in Section 501(c)(3) of the Code, (iii) not a "private foundation" within the meaning of Section 509(a) of the Code, (iv) not a Type III non-functionally integrated supporting organization (as defined in Section 4943(f)(5) of the Code), and (v) not any other supporting organization that is controlled directly or indirectly by a disqualified person with respect to the Grantee. Grantee shall notify the Foundation immediately of any change in its tax status.
- B. Grantee shall expend grant funds only for charitable, educational, literary or scientific purposes as specified in Section 170(c)(2)(B) of the Code. In no event will Grantee use grant funds or any income earned thereon:
  - a) To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code).
  - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).
  - c) To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code.
- C. Grantee shall ensure that no part of the grant inures to the benefit of any private person or entity in violation of Section 501(c)(3) or 4941 of the Code, including but not limited to any Foundation trustee, officer or employee, his/her spouse or civil union partner, or any of their respective grandparents, parents, children, grandchildren or great grandchildren or their spouses for any purpose.
- D. It is understood that Foundation funds paid to or on behalf of any United States government officials (federal, state or local) in connect with this grant must be limited to actual transportation costs solely within the United States plus an amount for related expenses (hotel, meals, etc.) at a rate not exceeding the standard per diem rate established by the U.S. General Services Administration.

- 10. Anti-Terrorism and Sanctions Compliance:** Grantee certifies that Grantee is in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including but not limited to the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, Grantee shall ensure that funds, whether directly or indirectly, will not be disbursed to: (i) any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List; or (ii) any organization that is fifty percent (50%) or more owned by one or more



persons described in the foregoing clause (i). In addition, Grantee shall take reasonable steps to ensure that it does not support or promote terrorist activity or related training, or money laundering. Grantee shall not use, lend, contribute or make available funds to any person for the purpose of facilitating or conducting any activity that would constitute or give rise to a violation of the U.S. sanctions laws by any party to this Agreement.

11. **Racial Equity, Diversity and Inclusion:** The Foundation has a longstanding and ongoing commitment to racial equity, diversity and inclusion, both internally in its organizational ecosystem and externally through its programming, investments and community engagement efforts. The Foundation believes that racial equity is an aspirational pursuit insisting that all people – regardless of their racial/ethnic group identification, skin color or physical traits – will have equal opportunity to experience well-being in a just society. The Foundation strongly encourages racial and other forms of diversity by the Grantee in all aspects of the Project and throughout all levels of the organization. It is the Foundation’s belief that embedding racial equity within all levels of an organization, together with racially equitable policies, processes and programming, are necessary to advance the kind of society that will produce thriving children.
12. **Discrimination and Harassment:** The Foundation also has a deep commitment to ensuring that our workplace is free from harassment and discrimination and expects Grantee to share this commitment by maintaining a workplace that does not tolerate harassment or discrimination and by investigating and responding effectively to any complaints. Towards that end, the Foundation expects Grantee to keep its organization free from unlawful harassment, including sexual harassment, and discrimination. Without limiting the foregoing, Grantee shall: (i) maintain workplace policies and practices that prohibit unlawful harassment and discrimination and provide multiple means to report complaints of unlawful harassment or discrimination; (ii) promptly investigate and address complaints; and (iii) protect employees from retaliation as a result of complaints. In addition, Grantee shall promptly notify the Foundation of any event or circumstance that is likely to impact Grantee’s ability to effectively carry out the Project or that is likely to result in significant negative publicity for the Grantee or the Project.
13. **Ownership and Royalties:** Grantee will retain all right, title and interest in and to all intellectual property, work products and works of authorship created or developed as a result of this grant (the “Developed Materials”). Any moneys realized from sales or licenses of Developed Materials must be utilized by Grantee exclusively for educational and charitable purposes and shall not inure to the personal benefit of any individual or noncharitable entity. Grantee hereby grants to the Foundation a perpetual, irrevocable, worldwide, fully paid-up, royalty-free, non-exclusive right and license, with the right to grant sublicenses, to use, publish, distribute, display, perform, reproduce, copy, modify and prepare derivative works based upon the Developed Materials, in whole or in part, for any and all non-commercial purposes.
14. **Termination/Repayment of Grant Funds:** The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) Grantee has not demonstrated meaningful progress toward achieving the Project goals and objectives within the Grant Period, (ii) Grantee has otherwise failed to comply with the terms of this Agreement, or (iii) Grantee has failed to take meaningful steps to prevent or respond to an allegation or incident of unlawful harassment or discrimination that may impact Grantee’s ability to carry out the Project or cause damage to the Foundation’s reputation. In the event the Foundation makes any such determination, the Foundation shall have the right to (a) discontinue

any further payments to Grantee and (b) direct Grantee to repay to the Foundation any grant funds not expended in accordance with this Agreement.

15. **Release and Indemnity:** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligence, acts or omissions of Grantee or any Grantee director, officer, employee, subgrantee, contractor or agent in connection with this grant or Project, except to the extent resulting from the negligence or willful misconduct of the Foundation.
16. **Assignment Clause:** Grantee may not assign any rights or delegate any obligations created by this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Foundation. Any assignment in violation of the foregoing is null and void. This Agreement will be binding upon the successors, legal representatives and permitted assigns of the parties.
17. **Use of Logo/Letterhead/Copyright:** The Foundation may make information concerning this grant public at any time on its website and as part of press releases, public reports and other public communications. Grantee may issue a press release or announcement about this grant in accordance with the guidelines provided by the Foundation. Grantee shall obtain advance approval from the Foundation's Communication Department for any use of the Foundation's names or logos.
18. **Governing Law and Compliance:** This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, excluding any choice-of-law rules that would require the application of the laws of any other jurisdiction. Any dispute arising under or in connection with this Agreement will be brought exclusively in a state or federal court located in the State of Michigan, and each party hereby irrevocably consents to the exclusive jurisdiction thereof. Grantee will comply, and will ensure that all subgrantees comply, with all applicable local, state, federal and foreign laws and regulations.
19. **Entire Agreement; Severability; Modification; Precedence; Waiver:** This Agreement (including all Schedules and other attachments hereto, which are incorporated herein by this reference) contains the entire agreement between the Foundation and the Grantee relating to its subject matter and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating thereto. If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall be construed as if such provision had been replaced by a valid provision carrying out the parties' intent as fully as possible and all other terms of this Agreement shall remain in full force and effect. This Agreement may be modified or amended only by mutual written consent of the parties. In the event of any conflict, inconsistency or ambiguity between the terms of this Agreement and any Schedule or other attachment, this Agreement will prevail. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.

20. **Grantee Contact Information:** Grantee has indicated the following individuals hold key roles for this Project. Grantee shall provide written notification to the Foundation of any changes:

Legal Designee: Sarita Nair, Chief Administrative Officer

Financial Designee: Marianne T. Kemp, Grant Administrator

Project Director: Synthia Jaramillo, Director, Economic Development Department

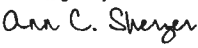
21. **Foundation Contact Information:** Your Foundation contact information for this grant is as follows:

Program Officer: Alvin H. Warren, alvin.warren@wkkf.org

Grant Support: Jacqueline Miramontes-Espinoza, JME@wkkf.org, (505) 433-6155

If you have any questions about the terms or conditions of this Agreement, please contact Kristin Duffy directly at (269) 969-2095 or kristin.duffy@wkkf.org. On behalf of the Foundation, I extend every good wish for the success of this effort.


Sincerely,

DocuSigned by:  
  
D7A098125542458...  
Ann C. Sherzer

Grants & Contracts Sr. Manager/Staff Attorney

As an authorized representative of the City of Albuquerque, Sarita Nair, Chief Administrative Officer, accepts and agrees to the terms and conditions of this Agreement.

Signature of Grantee:

DocuSigned by:  
  
3/15/2020  
27PC78F4A4E944D...  
Sarita Nair

**Schedule A – Budget**

	3/1/20-2/28/21	3/1/21-2/28/22	Total
Workforce Development Liaison (Personnel)	\$ 75,000	\$ 75,000	\$150,000
Contractual Services			
--Workforce Development Partner/Systems	\$ 70,000	\$ 85,000	\$155,000
--Media and Communications	\$ 10,000	\$ 10,000	\$ 20,000
--Technical Writing and Dissemination	\$ 10,000	\$ 10,000	\$ 20,000
--Event Planning (Convening)	\$ 15,000	\$ 0	\$ 15,000
Convening Supplies	\$ 10,000	\$ 0	\$ 10,000
External Evaluator	\$ 25,000	\$ 20,000	\$ 45,000
Early Childhood Education Workforce Development Convening	\$ 35,000	\$ 0	\$ 35,000
Grand Total	\$250,000	\$200,000	\$450,000