



# CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

Mayor Timothy M.

## INTER-OFFICE MEMORANDUM

May 14, 2020

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

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

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

**SUBJECT:** Approval of First Supplemental Agreement to add ABEC fund monies to the FY20 Social Service Contract with Youth Development, Inc., for stipends to students completing Job Shadowing for the Job Mentor Program

Attached for your consideration and approval is a proposed First Supplemental Agreement to add general fund monies to the FY20 Social Service Contract between the City of Albuquerque and Youth Development, Inc, which serves as fiscal agent to pay stipends for high school student enrolled in the Job Mentor Program.



The supplemental agreement will provide funding to Youth Development, Inc. to pay students for completing Job Shadowing for the Job Mentor program, a program between the City of Albuquerque and APS, which provides both classroom and on-the-job training in life and job skills. The Job Mentor Program has more classes and students than ever before and this requires more stipend monies for students in the program.

The proposed First Supplemental Agreement adds Forty Seven Thousand Eight Hundred Twenty Three (\$47,823.00) dollars of ABEC fund monies to the FY20 Contract between the City of Albuquerque and Youth Development, Incorporated for job training stipends, bringing the aggregate total of the Agreement to Two Hundred Thirty Seven Thousand Nine Hundred Fifty Eight Dollars (\$237,958.00).

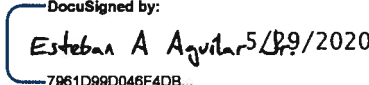
**SUBJECT: Approval of First Supplemental Agreement to add ABEC fund monies to the FY20 Social Service Contract with Youth Development Incorporated, for stipends to students for completing Job Shadowing in the Job Mentor Program**

Council approval is required pursuant to § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance. I am forwarding these Supplemental Agreements for your consideration and approval.



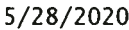
**Approved:**

   
\_\_\_\_\_  
**Sarita Nair**                      **Date**  
**Chief Administrative Officer**

**Approved as to Legal Form:**

  
\_\_\_\_\_  
**Esteban A. Aguilar, Jr.**                      **Date**  
**City Attorney**

**Recommended:**

    
\_\_\_\_\_  
**Carol M. Pierce**                      **Date**  
**Director, Family & Community Services**

## **Cover Analysis**

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

Approval of First Supplemental Agreement to add general fund monies to the FY20 Social Service Contract with Youth Development, Inc., for stipends for students completing Job Shadowing.

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

Add ABEC fund monies to the FY20 Social Services Contract with Youth Development, Inc.

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

This project is needed to provide services to the youth of Albuquerque through the Job mentor program, particularly job experience and pay to underserved youth across the City.

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

The supplemental addition is for \$47,823.00, which will bring the total of the contract to \$237,958.00.

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

There is no revenue source associated with this project.

**FISCAL IMPACT ANALYSIS**

TITLE: Approval of First Supplemental Agreement to add general fund monies to the FY20 Social Service Contract with Youth Development, Inc., for stipends for students completing Job Shadowing

R: O:

FUND: 110

DEPT: Family and Community Services

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

	2020	Fiscal Years 2021	2022	Total
Base Salary/Wages	-			-
Temporary Wages	-			-
Fringe Benefits at	-		-	-
Fringe Benefits at	-	-		-
Subtotal Personnel	-	-	-	-
Operating Expenses	-			-
Property	-	-	-	-
Indirect Costs	-			-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Amount of Grant	-	-		-
City Cash Match	-			-
City Inkind Match			-	-
City IDOH	-	-		-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

\* Range if not easily quantifiable.

Number of Positions created

**COMMENTS:** Add 47,823 to the current contract with YDI. In FY 2020, no fiscal impact, the difference will be covered from within department ID 2919600 - FC-High School Program.

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

PREPARED BY:

*Anna Marie Lujan* 5/20/2020

FISCAL MANAGER

APPROVED:

DocuSigned by:

*Carol Pierce*

5/28/2020

DIRECTOR (date)

REVIEWED BY:

DocuSigned by:

*Michael R...*

EXECUTIVE BUDGET ANALYST

5/28/2020

DocuSigned by:

*Lawrence L. Davis*

BUDGET OFFICER (date)

5/28/2020

DocuSigned by:

*Christine Boerner*

CITY ECONOMIST

5/29/2020

FIRST SUPPLEMENTAL AGREEMENT  
TO  
SOCIAL SERVICE AGREEMENT  
CCN# 202000282

**THIS FIRST SUPPLEMENTAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and **Youth Development, Inc. 6306 Central Ave SW Albuquerque, NM 87105** a New Mexico school district ("Contractor").

**RECITALS**

WHEREAS, the City and the Contractor entered into an Agreement dated September 20, 2019, hereafter referred to as the "Original Agreement," whereby the Contractor agreed to provide certain social services to the City; and

WHEREAS, the City has determined that funding will be increased in the amount of Forty Seven Thousand Eight Hundred Twenty Three dollar (\$47,823.00) to Two Hundred Thirty Seven Thousand Nine Hundred and Fifty Eight Dollars (\$237,958.00).

WHEREAS, an increase in the number of classes offered and students participating requires an increase in funds for teacher stipends.

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

1. Section 4.A. of the Original Agreement is hereby amended to read as follow:

Maximum Compensation: For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor a total amount not to exceed Two Hundred Thirty Seven Thousand Nine Hundred and Fifty Eight Dollars (\$237,958.00), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

2. The Budget Revision FIN 3 contains the new budget and will replace the original Exhibit B Budget Documents and is attached at Exhibit B.
3. The Budget Revision FIN 3 Part B, a narrative justification for the change, will be added as Exhibit C.
4. The Original Agreement is hereby amended to include the following provision:

Force Majeure: Neither the Contractor nor the City shall be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of either party which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in reasonable time (hereinafter "Force Majeure Event").

The party seeking to rely upon a Force Majeure Event(s) for any failure to perform shall promptly inform the other in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested and the parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by either of them as a result thereof.

The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

5. The Original Agreement is hereby amended to include the following provision, including the referenced Exhibit, which is attached to this First Supplemental Agreement as Exhibit A:

FEMA Clauses: If applicable to the Goods and Services provided under this Agreement, the Parties shall comply with all federal, state or municipal emergency, safety and health codes, laws, rules, regulations or ordinances, federal or state law, regulation and local ordinance including but not limited to all FEMA clauses which are incorporated by reference and set forth in Exhibit A to the First Supplemental Agreement.

4. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this First Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.
5. This Agreement shall not become effective or binding until approved by the highest authority required by the City under this Agreement.

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

Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this First Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.

3. This Agreement shall not become effective or binding until approved by the highest authority required by the City under this Agreement.

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

CITY OF ALBUQUERQUE

CONTRACTOR: Youth Development, Inc.

Approved By:

Approved By:

\_\_\_\_\_  
Sarita Nair  
Chief Administrative Officer

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

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

**EXHIBIT \_\_**



**EXHIBIT A**  
**FEMA CONTRACT REQUIREMENTS**  
**IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II**

All Contractors with Agreements funded in whole or in part with funds provided by the Federal Emergency Management Agency (FEMA) shall be required to comply with 2 CFR Part 200, Appendix II, as follows:

1.	<p><b>Equal Employment Opportunity</b></p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments</p>	<p>Applicable for construction work</p>
----	--	---

<p>under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the</p>	
--	--

	<p>compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
2.	<p><b>Davis Bacon Act</b></p> <p>The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.</p> <p>All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.</p> <p>Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.</p>	Applicable for construction work, but not applicable to public assistance grants
3.	<p><b>Copeland Anti-Kickback Act</b></p> <p>Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime</p>	Applicable for construction work over \$2,000, but not applicable to public assistance grants

	<p>contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.</p> <p>A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.</p>	
4.	<p><b>Contract Work Hours and Safety Standards Act</b></p> <p>Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</p> <p>Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.</p> <p>Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.</p> <p>Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.</p>	<p>Applicable for contracts over \$100,000 or mechanics or laborers</p>
5.	<p><b>Rights to Inventions Made under a Contract or Agreement</b></p> <p>If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or</p>	<p>Applicable to funding agreements, but not applicable to public assistance grants</p>

	research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.	
6.	<p>Clean Air Act and Federal Water Pollution Control Act</p> <p>The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq.</i></p> <p>The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.</p> <p>The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.</p>	Applicable to contracts over \$150,000
7.	<p>Debarment and Suspension</p> <p>This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).</p> <p>Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.</p>	Applicable to all contracts: 1) over \$25,000, 2) requiring FEMA approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2
8.	<p>Byrd Anti-Lobbying Amendment</p> <p>Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of</p>	Applicable to all contracts; contracts over \$100,000 must certify compliance


	<p>Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.</p> <p>If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.</p>	
9.	<p><b>Procurement of Recovered Materials</b></p> <p>In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:</p> <ol style="list-style-type: none"> <li>1. Competitively within a time frame providing for compliance with the Agreement performance schedule;</li> <li>2. Meeting Agreement performance requirements; or</li> <li>3. At a reasonable price.</li> </ol> <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p> <p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	<p>Applicable if applicant is a state or political subdivision of the state, and the work involves the use of materials where the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)</p>
10.	<p><b>Access to Records</b></p> <p>The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.</p> <p>The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.</p> <p>The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.</p> <p>In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.</p>	<p>Applicable to all contracts</p>
11.	<p><b>Changes or Modifications to the Agreement</b></p> <p>The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of the FEMA</p>	<p>Applicable to all contracts</p>

	grant or cooperative agreement, and reasonable for the completion of the scope of the project.	
12.	<p>DHS Seal, Logo, and Flags</p> <p>The Contractor shall not use the DHS seals, logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.</p>	Applicable to all contracts
13.	<p>Compliance with Federal Law, Regulations and Executive Orders</p> <p>This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.</p>	Applicable to all contracts
14.	<p>No Obligation by Federal Government</p> <p>The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Agreement.</p>	Applicable to all contracts
15.	<p>Program Fraud and False or Fraudulent Statements or Related Acts</p> <p>The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.</p>	Applicable to all contracts

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

1. Agency Name and Mailing Address Youth Development Inc		2. Telephone Number  505-352-3416
3. Project Title Job Mentor Program Student Stipends	4. Contract Number 202000282	5. Budget Revision # 1

	Approved Budget	Revised Amount <Decrease> Increase	Proposed Revised Budget
Salaries and Wages			
Payroll Taxes & Employee Benefits			
<b>Total Personnel Costs</b>			
Contractual Services			
Audit Costs			
Consumable Supplies			\$ -
Telephone			\$ -
Postage and Shipping			\$ -
Occupancy: Rent			\$ -
Occupancy: Utilities			\$ -
Occupancy: Other			\$ -
Equipment Lease			\$ -
Equipment Maintenance			\$ -
Printing and Publications			\$ -
Travel: Local			\$ -
Travel: Out-of-Town			\$ -
Conferences, Meetings			\$ -
Direct Assistance to Beneficiaries	\$ 175,952.00	\$ 47,823.00	\$ 223,775.00
Membership Dues			\$ -
Equipment, Land and Buildings			\$ -
Fuel and Vehicle Maintenance			
Insurance			\$ -
<b>Total Operating</b>	\$ 175,952.00	\$ 47,823.00	\$ 223,775.00
<b>Total Direct Costs (Personnel &amp; Operating)</b>	\$ 175,952.00	\$ 47,823.00	\$ 223,775.00
<b>Indirect Costs</b>	\$ 15,748.00	\$ (1,564.62)	\$ 14,183.38
<b>Total Project Expenses</b>	\$ 191,700.00	\$ 46,258.38	\$ 237,958.38

Submitted by:	Date 5-18-2020
Signature of Authorized Official 	Please submit paper copy w/ original signature

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

For Department Use Only			
Recommended by Program Staff	Amanda M. Lujan	Date: 5-19-20	
Reviewed by Fiscal Officer	XI WANG Stephanie Wanzanaras	Date: 5/19/2020	



Approved by Fiscal Manager	<i>Anna Marie Lujan</i>	Date: 5/20/2020
Approved by Division Manager		Date:

City of Albuquerque  
Department of Family and Community Services  
FIN #4: Request for Budget Revision (Part B – Narrative) - *Instructions*

*Instructions for Completing Form*

1. Enter the name of the Agency and its mailing address.
2. Enter the telephone number of the agency.
3. Enter the title of the funded project for which the budget revision requested.
4. Enter the contract number assigned by the City.
5. Each contract budget revision must be numbered sequentially, with the first request numbered “1” and so on. Enter the number of the revision being requested appropriately. In the space provided, enter a brief description of the need for the revision requested and a justification for the costs added or deleted from any line item.

The explanation should be clear, concise, and yet provide sufficient information justifying the requested change.

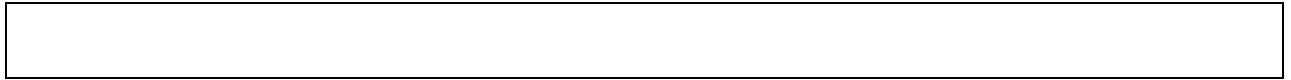
City of Albuquerque  
Department of Family and Community Services  
FIN #4: Request for Budget Revision (Part B – Narrative)

1. Agency Name and Mailing Address  Youth Development, Inc. 6306 Central Ave SW Albuquerque, NM 87105		2. Telephone Number
3. Project Title  Job Mentor Program Student Stipends	4. Contract Number 202000282	5. Budget Requisition Number 1

Narrative justification of proposal budget revision:

The supplemental agreement will provide funding to APS students who complete job shadowing as part of the the Job Mentor Program, a program between the City of Albuquerque and APS, which provides both classroom and on-the-job training in life and job skills. The Job Mentor Program has more classes and students that ever before and this requires more stipend monies for students completing hours. A budget increase is necessary to cover all student stipend payments.

The supplemental addition is for \$47,823.00, which will bring the total of the contract to \$237,958.38.



CCN202000282  
AGREEMENT

D

THIS AGREEMENT is made and entered into this 20 day of September, 2019, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and **Youth Development, Inc., 6306 Central Ave SW**, Albuquerque, NM, 87105, a New Mexico non-profit corporation (hereinafter referred to as the "Contractor").

#### RECITALS

WHEREAS, the City has determined that it will provide basic social services to ensure that its residents are afforded access to basic services required to maintain a reasonable quality of life; and

WHEREAS, these services enhance the health, wellness, education and public safety of the City of Albuquerque; and

WHEREAS, the City has appropriated funds ("City Funds") for this purpose; and

WHEREAS, the City desires to engage the Contractor to render certain social services in connection therewith; and

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

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

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

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

1. Goals and Objectives:

- A. To achieve the City of Albuquerque's Goal 1: "People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy and educated."
- B. To increase individual and family resilience through the implementation of the Job Mentor Program in high schools in Albuquerque.

2. Scope of Services:

- A. The Contractor shall perform the services set out in this Agreement (hereinafter referred to as the "Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided by the latter to encourage high school students to prepare for a career and support ongoing education.

- B. **Service Activities:** Contractor shall act as the City of Albuquerque Job Mentor Program's (JMP's) fiscal agent for the purpose of issuing stipends to eligible JMP students who participate in the Job Shadow Program during the contract period. Activities will follow the process as stated below:
- (1) The JMP School Based Coordinators (SBCs) shall identify and coordinate the Job Shadow placements within the public and private sectors for JMP students.
  - (2) The City shall provide the Contractor with the appropriate paperwork approved for payment. Student payments shall not be processed without the primary approval of the City of Albuquerque.
  - (3) Stipends approved by the City shall be paid according to the following payment scale: 10.0-19.75 hours = \$50.00, 20.0-29.75 hours = \$125.00, 30.0-39.75 hours = \$200.00. The maximum amount of hours for a job training stipend shall be 30 hours per semester unless otherwise approved by the Community Services Division Manager.
3. **Time of Performance:** Services of the Contractor designated herein are to commence July 1, 2019, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by June 30, 2020. The parties acknowledge in the event of a delay in executing this Agreement, it is the intent and explicit agreement of the parties that all of the terms and conditions of this Agreement are applicable continuously commencing on July 1, 2019.
4. **Compensation and Method of Payment:**
- A. **Maximum Compensation:** For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor a total amount not to exceed **ONE HUNDRED AND NINETY ONE THOUSAND AND SEVEN HUNDRED DOLLARS (\$191,700.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services per the "City Budgets" attached hereto and made a part hereof as Exhibit A.
  - B. **Method of Payment:**
    - (1) The City agrees to pay such sum to the Contractor on a cost reimbursement basis at no more than bi-weekly but no less than quarterly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are

allowable under the terms of this Agreement shall be reimbursed. The City shall withhold reimbursement to the Contractor for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Contractor is in full compliance with all the terms of this Agreement.

- (2) All requisitions for payment submitted by the Contractor must be supported by documentation of Services provided in the Contractor's files.
- (3) Checks issued by the Contractor to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.
- (4) The funds received by the Contractor under this Agreement shall be spent by the Contractor within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Contractor funds have already been spent.

C. **Program Income:** For the purposes of this Agreement, "Program Income" means gross income, including interest earned on City Funds, or received by the Contractor which is directly generated from the use of City Funds. When Program Income is generated by an activity that is only partially assisted with City Funds, the Program Income shall be prorated to reflect the percentage of said funds. Program Income received may be retained by the Contractor and will be used for the purposes specified in the Goals and Objectives and Scope of Services of this Agreement and is subject to the same rules and regulations of this Agreement. Any Program Income on hand when the Agreement expires or is terminated as provided herein or received after the Agreement's expiration, shall be paid to the City.

5. **Budget Revisions:** The Contractor shall inform the City of any "line item" revisions to the City Budgets, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
6. **Amendment to Agreement:** Amendments to this Agreement shall be incorporated in written Supplemental Agreements to this Agreement, signed by both parties.
7. **Fiscal Agent, Purchasing Agent, and Personnel Agent:**
  - A. The Contractor shall serve as its own fiscal agent, purchasing agent, and personnel agent.
  - B. The Contractor shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid

requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.

8. Performance Monitoring: The Contractor will from time to time provide assistance and information needed by staff of the City's Department of Family and Community Services to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that the City's Department of Family and Community Services staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged.
9. Restrictions on Use of Funds:
  - A. The Contractor must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting.
  - B. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low and moderate income residents, defined as residents having 80% or below of the median income of the Albuquerque Standard Metropolitan Statistical Area (SMSA).
10. Reversion of Assets: Upon the expiration of this Agreement, the Contractor shall transfer to the City any City Funds on hand at the time of expiration and any accounts receivable attributed to the use of City Funds. The Contractor shall ensure that any property that was acquired or improved in whole or in part with City Funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section of the Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program, as amended.
11. Special Provisions: The availability of funds for the activities covered by the "Scope of Services" outlined herein and for performance of this Agreement, depends solely on the provision of said funds to the City. The City assumes the responsibility for payment of the compensation due to the Contractor under Sections 4A and 4B herein, to the extent funds for such compensation are made available to the City.
12. Independent Contractor:
  - A. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
  - B. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City



under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

- C. The Contractor certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug-Free Workplace Act of 1988" (P.L. 100-690) and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.

13. Personnel:

- A. The Contractor represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. Personnel salaries, benefits and other related costs may be paid for from City Funds as authorized in the City Budgets attached hereto.
- B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or the Services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- D. The Contractor shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Contractor's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.
- E. If the Services under this Agreement require the Contractor to work with or be in proximity to children or other vulnerable populations, the Contractor will comply with all applicable requirements contained in the Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program, as amended from time to time.

- 14. Indemnity: The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Contractor under this Agreement. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

15. **Insurance:** The Contractor shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Contractor or its agents. Before commencing the Services, and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

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

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

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

- B. **Automobile Liability Insurance:** An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.
- C. **Workers' Compensation Insurance:** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.
- D. **Professional Liability Insurance:** Professional Liability Insurance with liability limits in an amount not less than \$1,000,000 per claim and in the aggregate.
- E. **Increased Limits:** If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

16. Other Attachments: The Contractor must have on file with the City current copies of:
- A. its certificate of nonprofit incorporation;
  - B. the Contractor's articles of incorporation approved by the New Mexico Secretary of State Corporations Bureau;
  - C. a copy of the Contractor's corporate bylaws;
  - D. any license applicable to the Contractor's proposed activities;
  - E. a listing of the current governing board members;
  - F. a current organizational chart;
  - G. the Contractor's written personnel policies;
  - H. the Contractor's written accounting policies and procedures;
  - I. the Contractor's written procurement policies and procedures; and
  - J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
    - (1) the major tasks or activities to be performed under this Agreement;
    - (2) the measurable objectives for each task; and
    - (3) the time frame within which the tasks will be accomplished.
17. Representations in Proposal: The City has relied on all representations in the Contractor's proposal in awarding this contract and the Contractor warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Contractor shall owe all amounts paid to it as liquidated damages.
18. Notices, Addresses: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Contractor.

For the City, notices may be sent to:

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

or for hand delivery:

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

For the Contractor, notices may be sent to:

Peter Vasquez  
pvazquez@ydimn.org  
6306 Central Ave SW,  
Albuquerque, NM 87105

19. Required Assurances: During the performance of this Agreement, the Contractor agrees as follows:

A. Non Discrimination; Americans with Disabilities Act:

- (1) In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.
- (2) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
- (3) In performing the Services required hereunder, Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations, which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor will make reasonable accommodation to the known physical or mental handicap or disability of an otherwise qualified employee or applicant for employment.
- (4) The Contractor will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Contractor's employees are assigned to work.
- (5) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color,

religion, gender, sexual preference, sexual orientation, age, national origin or ancestry, or physical or mental handicap or disability.

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

20. Reports and Information:

- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the Department of Family and Community Services of the City of Albuquerque, such statements, records, data and information

as the appropriate funding entity or the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning any work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

- B. The Contractor will provide to the Department of Family and Community Services cumulative quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting quarter, and shall be in accordance with City of Albuquerque reporting instructions.
  - C. The Contractor will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.
21. Open Meetings Requirements: Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1, et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.
22. Active Board:
- A. The non-profit Contractor must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
  - B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.
23. Debarment, Suspension, Ineligibility and Exclusion Compliance:
- A. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.
  - B. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.
24. Establishment and Maintenance of Records: Records shall be maintained in accordance with requirements (if any) prescribed by the City with respect to all matters covered by this

Agreement. Except as otherwise authorized by the Department of Family and Community Services of the City, such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement.

25. Audits and Inspections:

- A. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Contractors who expend \$750,000 or more of federal funds during the year shall have an audit conducted in accordance with the federal government's Office of Management and Budget Circular A-133 as amended. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Contractors who receive \$25,000 or more in funding from the City, and do not fall under A-133, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.

26. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of the City, month and year of the preparation, name of the Contractor and descriptive title.
28. Conflict of Interest: No member, officer, or employee of the Contractor, or any other persons who exercises any functions or responsibilities with respect to the programs of the Contractor during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Contractor shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section.

29. Compliance with Laws: In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Contractor shall comply with the Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program, as amended from time to time, and understands that failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.
30. Assignability: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.
31. Termination for Cause:
- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
32. Termination without Cause by the City: The City may terminate this Agreement without cause at any time by giving at least forty-five (45) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
33. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.



34. Enforcement: The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
35. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
36. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.
37. Forum Selection: Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.
38. Ethics and Campaign Practices: The Contractor agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") or the City of Albuquerque's Inspector General with any records or information pertaining in any manner to this Agreement whenever such records or information are within the Contractor's custody, are germane to an investigation authorized by the Board and are requested by the Board. The Contractor further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The Contractor agrees to require that all subcontractors or sub-consultants employed by the Contractor for any of the Services performed under the terms of this Agreement shall agree in writing to comply with the provisions of this Section. The Contractor and its sub-consultants or subcontractors shall not be compensated for its time or any costs it incurs in complying with the requirements of this Section.
39. Approval Required: This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

SIGNATURES ON NEXT PAGE/BELOW


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

CITY OF ALBUQUERQUE

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

Approved By:

Approved By:

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

  
\_\_\_\_\_  
Signature

Date: 8-30-19

Robert Chavez  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Sarita Nair  
Chief Administrative Officer

COO/CEO  
\_\_\_\_\_  
Title  
Youth Development, Inc.

Date: 9/20/19

Date: 8/20/19

PP  
11/4/2019

# Exhibit A

## APPENDIX #2: Expense Summary Form in Word

1. Applicant Agency: Youth Development Inc.

2. Project Title: Job Mentor Program

Expenditure Category	Program Total	City Funding Requested	Percent Requested
<b>Personnel Costs</b>			
Salaries & Wages			
Payroll Taxes and Employee Benefits			
<b>Total Personnel Costs</b>			
<b>Operating Costs - Direct</b>			
Contractual Services			
Audit Costs			
Consumable Supplies			
Telephone			
Postage and Shipping			
Occupancy			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease			
Equipment Maintenance			
Printing & Publications			
Travel			
a. Local Travel			
b. Out of Town Travel			
Conferences, Meetings, Etc.			
Direct Assistance to Beneficiaries	\$175,952.00	\$175,952.00	100%
Membership Dues			
Equipment, Land, Buildings			
Insurance			
Fuel and Vehicle Maintenance			
<b>Total Operating Costs</b>	<b>\$175,952.00</b>	<b>\$175,952.00</b>	<b>100%</b>
<b>Total Direct Costs (Personnel &amp; Operating)</b>	<b>\$175,952.00</b>	<b>\$175,952.00</b>	<b>100%</b>
Indirect Costs ( 8.95 )%; attach Rate Letter)	\$15,748.00	\$15,748.00	100%
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$191,700.00</b>	<b>\$191,700.00</b>	<b>100%</b>

**City of Albuquerque**  
**Department of Family and Community Services**  
**APP #3: Revenue Summary Form**

**Agency Name:** YOUTH DEVELOPMENT, INC.

Revenue Sources	Agency Total	% of Agency Budget
<b>Government Revenues</b>		
<b>Revenues from Federal Government other than Medicaid Reimbursement. (List each Agency of the Federal Government)</b>		
<b>Fees from Federal Government Agencies:</b>		
		0.00%
<b>Grants from Federal Government Agencies:</b>		0.00%
DEPARTMENT OF HEALTH AND HUMAN SERVICES	14,861,862.00	67.09%
DEPARTMENT OF LABOR	1,024,886.00	4.63%
DEPARTMENT OF THE INTERIOR	29,462.00	0.13%
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	22,461.00	0.10%
DEPARTMENT OF AGRICULTURE	1,255,632.00	5.67%
DEPARTMENT OF JUSTICE	49,142.00	0.22%
		0.00%
		0.00%
		0.00%
		0.00%
Medicaid Reimbursements		0.00%
<b>Subtotal Federal Agencies</b>	<b>17,243,445.00</b>	<b>77.84%</b>
<b>Revenues from State Government (List each Agency or the State Government providing funding and the amount of funding)</b>		
<b>Fees from State Government Agencies:</b>		
		0.00%
<b>Grants from State Government Agencies:</b>		0.00%
NM CHILDREN, YOUTH AND FAMILIES DEPARTMENT	2,406,924.92	10.87%
ADMINISTRATIVE OFFICE OF THE COURTS	258,800.00	1.17%
NM DEPARTMENT OF HEALTH	150,450.00	0.68%
NM HUMAN SERVICES DEPARTMENT	187,000.00	0.84%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
<b>Subtotal State Agencies</b>	<b>3,003,174.92</b>	<b>13.56%</b>
Revenues from County Government	245,700.00	1.11%
Revenues from the City of Albuquerque	1,467,109.00	6.62%
Other Municipal Government Revenues		0.00%
<b>TOTAL GOVERNMENT REVENUES FROM ALL SOURCES</b>	<b>21,959,428.92</b>	<b>99.13%</b>
<b>Other Revenue:</b>		
Contributions	22,000.00	0.10%
United Way Revenue		0.00%
Other Revenue	171,577.84	0.77%
<b>TOTAL OTHER REVENUES</b>	<b>193,577.84</b>	<b>0.87%</b>
<b>Total Revenues:</b>	<b>22,153,006.76</b>	<b>100.00%</b>

*fs*

FY2020 – Application for Contract Renewal  
City of Albuquerque  
Department of Family and Community Services

**APPENDIX #4: Program Budget Detail Form – Personnel in Word**

1. Applicant Agency: Youth Development Inc.

2. Proposal Title: Job Mentor Program

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

FTE on Program	Position Title	Annual Salary	Amount Requested From the City	Percent Requested
0	N/A	0	0	0
4. Salaries & Wages				
5. Payroll Taxes & Employee Benefits*				
6. Total Personnel Costs				

7. \*Payroll Taxes: FICA @ \_\_\_\_\_ %      Unemployment Insurance @ \_\_\_\_\_ %  
 Employee Benefits: Health Insurance @ \_\_\_\_\_ %      Retirement @ \_\_\_\_\_ %  
 Other: \_\_\_\_\_ @ \_\_\_\_\_ %      Other: \_\_\_\_\_ @ \_\_\_\_\_ %

(Add rows and use additional sheets if necessary)

**FY2020 – Application for Contract Renewal**  
**City of Albuquerque**  
**Department of Family and Community Services**



### APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

1. Applicant Agency: Youth Development Inc.

2. Proposal Title: Job Mentor Program

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

Quarter Ending	Amount to be Requested	Percent of Total
September 30, 2019	\$47,925.00	25%
December 31, 2019	\$47,925.00	25%
March 31, 2019	\$47,925.00	25%
June 30, 2019	\$47,925.00	25%

Explanation if any projected drawdowns exceed 25% of the total requested funds:

4. As applicable: Reimbursement Rate – only applicable to unit of service contracts:

Rate: \$ \_\_\_\_\_ per \_\_\_\_\_ (hour, client, etc.)

Annual units: \_\_\_\_\_

5. As applicable: Rate Justification – only applicable to unit of service contracts:



**NONPROFIT RATE AGREEMENT**

EIN: 1850246036A1

DATE: 06/03/2019

## ORGANIZATION:

Youth Development, Inc.

FILING REF.: The preceding  
agreement was dated  
02/06/2017

6301 Central Ave. N.W.

Albuquerque, NM 87105

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

**SECTION I: INDIRECT COST RATES**

RATE TYPES:      FIXED                  FINAL                  PROV. (PROVISIONAL)      PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	07/01/2016	06/30/2018	8.95	On Site	All Programs
PROV.	07/01/2018	06/30/2021	8.95	On Site	All Programs

\*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), that portion of each subaward in excess of \$25,000 and flow-through funds.

ORGANIZATION: Youth Development, Inc.

AGREEMENT DATE: 6/3/2019

---

---

**SECTION II: SPECIAL REMARKS**

---

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

Equipment Definition -

Equipment means an article of non expendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

FRINGE BENEFITS (ADMINISTRATIVE) -

FICA, Workers' Compensation, State Unemployment, Health and Life Insurance, Retirement Plan

SALARY COST (ADMINISTRATIVE) -

President/CEO, Interim President, Administrative Assistant to President/CEO, COO, Administrative Assistant to COO, Staff Assistant Receptionist, Special Projects Vice President, CFO, Sr. Accountant, Accountant Analyst, Financial Specialist (4), Accounts Payable Clerk, HR Vice President, HR Assistant, Staff Assistant, Payroll Manager, Payroll Assistant, Purchasing Director, Maintenance Supervisor, Maintenance Specialist, IT Manager, Digital Media (3)

The indirect cost rate has been negotiated in compliance with the Administration for Children and Families Program Instruction (ACF-PI-HS-08-03) dated 5/12/2008, which precludes recipients of Head Start grants to use any Federal funds to pay for any part of the compensation of an individual either as a direct cost or any pro-ration as an indirect cost if that individual's compensation exceeds the rate payable of an Executive Level II. As of January, 2019 the rate of compensation for an Executive Level II is \$192,300 per year.

The next proposal based on actual costs for the fiscal year ending 06/30/2019 is due in our office by 12/31/2019.

ORGANIZATION: Youth Development, Inc.

AGREEMENT DATE: 6/3/2019

### **SECTION III: GENERAL**

#### **A. LIMITATIONS:**

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

#### **B. ACCOUNTING CHANGES:**

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

#### **C. FIXED RATES:**

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

#### **D. USE BY OTHER FEDERAL AGENCIES:**

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

#### **E. OTHER:**

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Youth Development, Inc.

(INSTITUTION)



(SIGNATURE)

Robert Chavez

(NAME)

CEO/COO

(TITLE)

6/24/2019

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Arif M. Karim -S

Digitally signed by Arif M. Karim -S  
DN: c=US, o=U.S. Government, ou=HHS,  
ou=PSC, ou=People, cn=Arif M. Karim -S,  
0.9.2342.19200300.100.1.1=2000212895  
Date: 2019.06.04 00:26:33 -0500

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

6/3/2019

(DATE) 7640

HHS REPRESENTATIVE:

Ernest Kinneer

Telephone:

(214) 767-3261

